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The Solicitors' Journal.

LONDON, MARCH 25, 1871.

IT HAS BEEN ANNOUNCED that Vice-Chancellor Stuart will retire from the bench at the conclusion of the present sittings, which terminate this day. Easter term begins on the 15th of April, so that the choice of a successor should be soon announced. Among the members of the chancery bar the name of Mr. Wickens has been generally coupled with the vacant office. Mr. Wickens is a very sound lawyer, unusually versed in chancery pleading, and is a gentleman deservedly popular in his profession; moreover, he has given great satisfaction as Vice-Chancellor of the Lancaster Chancery Court. He would undoubtedly make a strong Vice-Chancellor for the court at Lincoln's-inn. For our own part we have already remarked how appropriate would be the selection of Mr. Southgate, Q.C. We do not anticipate that Mr. Southgate will be chosen, because we incline to regard him as one of those exceptionally able men whose merits are very frequently passed over for less substantial qualifications. Besides a sound knowledge of law and pleading, which (though surpassed by none) he may share with many, Mr. Southgate has in a pre-eminent degree one great qualification for a Chancery judge—the experience, and the practical capability and judgment needed for the superintendence of the practical evolution of the proceedings in suits and matters before the Court. A rumour is gaining ground that Mr. Spencer Follett, Q.C., the Chief Registrar of the Land Registry, is to be the new Vice-Chancellor, holding both offices, so long at least as the former may survive contemplated reforms. We hope there is nothing in this. Mr. Follett when at the bar was recognised as an able lawyer, but it is no disparagement to a barrister who has been for years removed from chancery courts and chancery practice to say that some one of fresher experience is required for a chancery judge. If this appointment has ever been seriously contemplated, it can only have been so from that spirit of penny wise economy which induced the Government to contrive their last appointment "a double debt to pay," the result of which has been (without there being necessarily any blame to Vice-Chancellor Bacon, Chief Judge, for a judge cannot be a judicial Ducrow to preside on two benches at once) that the business of one court at least has suffered grievously from being handed over to its registrars.

A BILL IS NOW BEFORE THE HOUSE OF LORDS "to effect a settlement of the affairs of the Albert Life Assurance Company by arbitration, and for other purposes." The bill, which, for the first time, on Thursday last came before a committee, consisting of the Duke of Richmond (chairman), the Earls of Enniskillen and Darnley, and Lords Strathallen and Lurgan, is of considerable length. It numbers twenty-one sections, and the preamble is rather longer than the enacting part. The bill proposes the appointment of an arbitrator to be named by Parliament, who is to adjudicate upon the relative rights,

liabilities, and interests of the several companies, their creditors and contributories, and the settlement of a scheme "for the reconstruction or arrangement of the Albert Company or the arrangement or final winding up of its affairs, including, if necessary, the continuance and conduct of its insurance business pending at the date of its liquidation to its natural termination, and for the final settlement of its affairs and of the affairs of all the other scheduled companies." The arbitrator is to have ample powers of assessing liabilities, and may order the winding up of those companies which are not now in liquidation, "or deal with them or any of them as if they were in liquidation;" and he is to have all sorts of chancery powers of discovery, making orders, &c., including the power of settling the amount of costs and how to be paid. An arbitration like that in the London, Chatham & Dover case seems the only way out of the difficulty, and has certainly succeeded in that case. The bill is stoutly opposed by numerous representatives of all kinds of interests, corporate and individual.

WE NOTICED LAST WEEK a decision of the Master of the Rolls, in a case of *Menzies v. Lightfoot*, relating to transactions customary on the transfer of a public-house. His Lordship on Monday last mentioned the case again, saying that he had read through the papers and adhered to the opinion he had expressed. The decision, it may be remembered, was that where two mortgages are given at the same time by a publican to a brewer and distiller, the first mortgage being to the brewer to secure a loan and further advances in money or goods up to a specified amount, and the second being a similar mortgage to the distiller, and the brewer afterwards makes an advance to the publican, keeping within the specified limit, such advance does not take precedence over the distiller's loan. His Lordship stated that it was open to the parties to settle by their contract how this question was to be decided; and the only thing was to look at the documents and see how they had done so. On referring to the second charge it was found to be expressed to be made "subject to the security" effected by the first. It was decided by authority (*Roll v. Hopkinson*, 9 W. R. 900, 9 H. L. 514), that that meant—subject to the security as then existing, and not subject to any further advances that might be made. The plaintiffs put in evidence in support of this view, a form which was said to be sometimes used when it was desired to make the second security subject to further advances to be made by the first mortgagee. This form was in the words following:—"subject and without prejudice to all principal money now due from me to Messrs. A. & B., and to such sums as I may hereafter owe them for goods sold and delivered not exceeding, with the sum now owing, the sum of £—." These words would clearly, as indeed the Master of the Rolls observed, subordinate the second charge to the further advances added to the first.

THE QUESTION what is the exact position of a class B contributory of a company in liquidation involves considerable difficulty. It has been before the Court of Chancery on several occasions, but the difficulty has generally been evaded. It has lately been presented in a somewhat novel form, and the Lords Justices deemed it to be a matter of such general importance that they desired to have the question reserved for argument before the full Court of Appeal. The 38th section of the Companies Act, 1862, provides that every present and past member of a company formed under that Act and in liquidation shall be liable to contribute to pay the debts and liabilities of the company and the costs of the winding up, subject, however, to certain qualifications, of which the most important for our present purpose are—"No past member shall be liable to contribute in respect of any debt or liability of the company contracted after the time at which he ceased to be a member;" and that—"No past member shall be liable to contribute unless the exist-

members are unable to satisfy the contributions required of them. A difficulty arose upon the construction of the first of the above qualifications, in connection with the 98th section of the Act, which provides that the assets of the company shall be applied in the discharge of its liabilities. With regard to this question, the late Lord Justice Giffard, in *Re the Accidental and Marine Insurance Corporation*, 18 W. R. 717, L. R. 5 Ch. 428, decided that the contribution of a past member, when got in, is to be applied in payment of all the debts of the company, not merely of those debts which were contracted before he ceased to be a member. This question has lately been raised again in a somewhat novel form, and the correctness of Lord Justice Giffard's decision appears to be challenged. In the winding up of the Blakely Ordnance Company a Mr. Brett was placed on the B list. Finding that it was probable that calls might be made on him, he bought up at a discount the principal debts of the company which were contracted before he ceased to be a member, and procured from the creditors to whom these debts were due a release of the company from them. Notwithstanding, it was sought to compel Mr. Brett to pay calls, and the demand was supported by the above-mentioned decision of Lord Justice Giffard. The Master of the Rolls decided (19 W. R. 517) that Mr. Brett was released from his liability. An appeal from this decision was opened before the Lords Justices on Monday last, and their Lordships, before the arguments were concluded, said that the case involved such difficulties that they wished it to be argued before the Full Court. The subject is so full of difficulty that it is most desirable that it should be fully considered, and we trust that the full Court of Appeal will be able to lay down a clear rule for the future.

A CASE HAS BEEN DECIDED this month at Philadelphia, which reminds one of the old case of the Duke of Somerset's silver altar-piece (*Duke of Somerset v. Cookson*, 3 P. W. 389) and similar cases. The plaintiffs were "The First Troop of Philadelphia City Cavalry," and they filed a bill in chancery against the representative of a former commander, to recover possession of a letter written by George Washington on the 23rd of January, 1777, thanking the regiment for their services during the campaign of 1776-7, and discharging them from further duty for the present. The Court of First Instance appears to have ordered this relic to be given up, but on appeal that decision was reversed and the bill dismissed with costs. The paper in question seems to have been in the nature of a general order penned by Washington in order that it might be transmitted to the officer in command, and by him read out at the head of the regiment. The Court remarked that the ownership of such a paper might be a curious and difficult question—it might, indeed, be that "the gentlemen composing the troop would be joint owners, and then it would seem to follow that whoever had possession might hold it as against the other proprietors, but that on his death it would go to the survivors, anyone obtaining possession having a right to keep it, until the last survivor, who could make what use he pleased of the document, being accountable to no one." But by an Act of Assembly passed in 1812 all existing joint tenancies were converted into tenancies in common. However, the Court were spared these curious questions, because it appeared that from the very beginning not only the custody of the letter but the property in it had been treated as belonging to Captain Morris, the officer in command when the letter was written. Captain Morris resigned the command in 1783, and a successor, appointed in 1794, presented him with a piece of silver plate, containing a portrait of Washington and a recess in which the letter was to be preserved. Down to 1823 this, which must have been known to the troops at large, remained unquestioned by any. In 1823 the troop was incorporated by Act of Assembly under its present name, and on this occasion, after a report made

by a committee appointed "to search for the original documents and property of the troop," a resolution was passed declaring that the troop had no claim to the document. After this it was, of course, out of the question that the troop should in 1871 succeed in a suit for recovery of the chattel in question. The case is reported in the *Philadelphia Legal Intelligencer* of the 10th ult. As far as jurisdiction is concerned the case seems to have been identical with those cases, like the *Duke of Somerset's* case, above mentioned, of which there are many in the Chancery reports, in which the Court of Chancery has entertained a kind of bill in trover or detinue for the recovery of some precious curiosity.

A QUESTION as to the restitution of stolen property where there has been no conviction has lately come before Brett, J., at the Nottingham Spring Assizes. Four gold watches were sent from Lincoln to Coventry by the Midland Railway Company. The watches, when at the Nottingham railway station, disappeared, and shortly afterwards were found by the police in the possession of three pawnbrokers living in the neighbourhood of the station. It appeared that a man had, within a few days of the watches being lost, pawned with each broker one of the watches in question for the sum of £3. Of the fourth watch all trace was lost. The pawnor gave what proved to be a false name and address. A person in the employment of the company at their Nottingham station was sworn to by one of the pawnbrokers as the pawnor of one of the watches. Under these circumstances, the railway company prosecuted this person, but he was acquitted. No evidence was given as to the exact value of the watches, though they appeared to be of considerably greater value than the amount for which they had been pledged. The learned judge appeared somewhat dissatisfied with the manner in which the pawnbrokers had advanced money to the pawnor, but it was not actually shown that they had failed in complying with any of their duties under the Pawnbrokers Acts. The watches, after the trial, remained in the custody of the Court, and an application was made for their restitution to the prosecutors under 24 & 25 Vict. c. 96, s. 100. The attention of the learned judge was drawn to 39 & 40 Geo. 3, c. 99, s. 13 by which any justice is empowered to order the restoration to the true owner of any goods unlawfully pawned, and to 2 & 3 Vict. c. 71, ss. 27, 28, 29, under which a metropolitan police magistrate may on proof being made of the ownership of stolen goods which have been pawned order the same to be delivered up to the owner, even where there has been no conviction.

It will be observed that the first part of section 100 of the Act of 24 & 25 Vict. refers expressly to cases in which a conviction has been obtained, and it was contended that in such cases no order by the Court was necessary, but that the words which immediately follow, "And in every case in this section aforesaid the Court before whom any person shall be tried for any such felony or misdemeanour shall have power to award from time to time writs of restitution for the said property, or order the restitution thereof in a summary manner," included cases of acquittal, and that in such cases an order such as was now applied for was in the discretion of the Court, for if this were not the case a curious anomaly would arise—i.e., that where a prisoner is discharged by a magistrate the prosecutor may, under 2 & 3 Vict. c. 71, get back his goods, but if he be acquitted by a jury, the owner is left to his chance of recovering them in an action. The learned judge acceded to the application, and virtually held that the words referred to applied to cases of acquittal. This ruling appears not inconsistent with the language of the section, and certainly consistent with sound sense. It does not seem, however, that the framers of the Act meant that these words should be so construed, for it appears that when the section in question was before a Committee of the Lords an express provision was inserted to the effect that the

Court might, in its discretion, restore property, although the prisoners were acquitted, if the Court were satisfied that it had been stolen; but this provision was struck out when the bill returned to the Commons; and from remarks made by Mr. Greaves in his book on the Criminal Law Acts, it does not appear that the Commons struck out the proposed provision from any notion of its intention being already met by the words we have quoted. All this, of course, is perfectly irrelevant to a judicial interpretation of the enactment; and in this case fortunately so, since in the result the Bench, dealing with the bare letter of the Act, has been able to construe it as better, perhaps, than its makers intended it to be.

THE ARTICLED LAW CLERKS OF LIVERPOOL, at a meeting held on the 8th ult., passed a unanimous resolution:—

"That this meeting of the articulated clerks of Liverpool learns, with surprise, that in the bill now before Parliament for the regulation of the army the provision for exemption from service in the militia does not extend to articulated clerks, and that, if the bill in its present state becomes law, they, in common with all other articulated clerks, will be absolutely deprived of their right to exemption from service in the militia, which is conferred by the 43rd section of the 42 Geo. 3, c. 90, and that unless a clause be inserted in the bill for the exemption of articulated law clerks from serving in the militia, they submit that their liability for such service will render the 10th section of the Attorneys Act—the 23 & 24 Vict. c. 127—inoperative, and, in cases of actual service in the militia, will materially interfere with the due service under their articles required by that statute, and which is most essential for acquiring a proper knowledge of their duties as attorneys and solicitors."

It was further resolved,—

"That a copy of the resolution be sent to the Liverpool Incorporated Law Society, and to Mr. Graves, who has kindly promised to represent the views of the Society in the House of Commons, and to the various Articled Clerks' Societies."

The provision in the Act of 42 George 3 exempted, besides many other persons, all "articled clerks and apprentices." We do not think that articulated law clerks are entitled to any exemption which the new Act may not think fit to extend to other articulated pupils or to apprentices, or persons in similar *status pupillaris*, but they are certainly entitled to be no more stringently treated, and we are glad that there is some one to see to this.

THE METROPOLITAN COUNTY COURTS' CLERKS have presented a petition to the Judicature Commission, setting forth their grievance in not being deemed civil servants so as to be entitled to superannuation allowances, and praying that the commissioners will embody in their report a recommendation that the assistant clerks of the metropolitan county courts may be deemed "civil servants of the Crown" and entitled to the benefit of the Superannuation Act, 1859. Upon this subject a correspondent sends us the following:—

"The London county court clerks have had several meetings recently with the view of obtaining recognition as civil servants of the Crown, which would entitle them to pensions under the 'Superannuation Act, 1859.' These meetings have led to inquiries as to the salaries paid at the various courts, and some very curious facts have been brought to light. At one court the chief cashier is paid £150 per annum while the same services at another are thought worth \$360 per annum. Between these extremes all sorts of sums are paid. At some courts a scale of annual increase for a few years exists; at others the salary paid on entrance remains unchanged for an indefinite period. Some of the clerks have been twenty years in the service with the same salary. The appointment of the work also shows similar anomalies, some clerks being greatly over-worked whilst others are exactly the reverse. The general rule of promotion by seniority observed in most public offices is nearly disregarded, and promotion by juniority prevails in numerous

cases. In one case a fortunate young gentleman, a minor, has recently been appointed to a nice snug easy place at £200 per annum, over the heads of numerous experienced seniors who do the work. In another case a young lady clerk receives £50 per annum, her work consisting of what an ordinary clerk at £100 per annum considers about one-fifth of his work. The clerks appear to consider that these few facts indicate a state of things which requires looking into. They are accordingly asking the Treasury to adopt a uniform progressive scale of salaries bearing some proportion to the duties and responsibilities of the various positions."

There is certainly no *prima facie* necessity that the same office should receive the same salary in different districts, because the amount and difficulty of the work may vary considerably with the locality. We hope, however, that the complaints now made will receive a thorough sifting.

POOR LAW OF 1870.

NO. 1.

It is a singular thing that, while there were several removal cases—a class of cases which has become comparatively rare of late—there was only one rating case in the last legal year. Possibly questions of rating were not raised, because the public were sanguine enough to anticipate that in the course of the present session the Legislature, instigated by Sir M. Lopes, would deal with the whole subject of rating in some bold and comprehensive measure; but, if so, we fear that such anticipations are doomed to disappointment; for, with the exception of some vague promises, including that of a Ministerial measure for rating Government property, and a bill brought in by a private member for exempting charitable institutions from poor-rates, we are not aware of any impending legislation on the subject. Those who are acquainted with districts in which extensive Government establishments are situate know well what injustice their exemption works; and, with regard to the exemption of charitable institutions, we can only say that, if the Bill passes, it will undo much of the good done by *Jones v. The Mersey Docks* (13 W. R. 1069), and, for the benefit of sessions lawyers, will raise again the numerous questions as to what does and what does not fall within the exemption.

The rating case we have alluded to is the *New Shoreham Harbour Commissioners v. Lancing* (18 W. R. C. L. Dig. 76, L. R. 5 Q. B. 489). The question there was, whether the commissioners for improving Shoreham Harbour were rateable for the piers of the harbour at a value enhanced by the receipt of harbour dues. In former days the dues themselves would have been rateable; but it has now been long held that they are not so, unless they are connected with the occupation of land, or to put it perhaps more accurately, unless they actually arise from the occupation of local visible property within the parish. The piers at Shoreham, and the soil on which they were built, were vested in the commissioners, and without the piers the channel at the entrance of the harbour would probably have become choked up, the result of which would have been that the commissioners would have earned less dues, or no dues at all, from vessels using the harbour. But though the commissioners were required by their Act to scour the channel, it was not vested in them; and therefore, though the maintenance of the piers might be essential to the earning of the dues, yet it resulted in preserving what did not belong to, and was not occupied by, the commissioners—viz., the channel. Blackburn, J., illustrated the position of things by supposing fen land, liable to inundation, being protected by an embankment kept up by a charge on the land; and then the parish in which the embankment was situate rating it at an enhanced value, because without it the fen land would be drowned. In either of these cases the subject of occupation, viz., the piers or the embankment, would be of value for the preservation of remunerative property elsewhere, and in no other sense; but the connection of the two would be too remote to enhance the value of occupation of the piers or the embankment. The dues could not be said to arise

out of the occupation of the piers, though they could not have been earned without them, any more than the profits of a mine other than a coal mine—and consequently, like mere tolls, not rateable—could be said to arise out of the occupation of a sea-wall which might be necessary to protect the mine from inundation. The tenant of the piers supposed by the Parochial Assessment Act would have got no part of the dues; and this short ground alone seems enough to warrant the decision of the Court that the dues were not to be taken into account in rating the piers. If they had decided otherwise, we imagine the Court would have been puzzled to say what proportion of them ought to be so taken into account. While, however, thoroughly agreeing in the decision, we confess ourselves unable to see why, in the nature of things, and apart from the narrow construction of the Statute of Elizabeth, tolls and dues should not be subject to rates; and we trust we may yet see them, and a good many other things, brought within the scope of rating law, and made to bear their share of what should be a general burden.

Besides the removal cases, which we shall deal with in our next number, there were last year three other decisions on Poor Law questions—viz., *The Malling Union v. Graham* (18 W. R. 674); *Lanes v. The Churchwardens, &c., of Arley* (18 W. R. 293); and *Thomas v. Alsop* (18 W. R. 454). The two former cases merely deserve a passing notice at our hands. In the first of them the Court of Common Pleas held that an appointment by guardians to the office of poor-rate collector under 7 & 8 Vict. c. 101, s. 62, was inconsistent with and revoked a previous election of the same person by the parish to be assistant-overseer and collect poor-rates, under 57 Geo. 3, c. 12, s. 7; and in the second, the same Court held that the failure to obtain relief from an assessment committee, which is now (by 27 & 28 Vict. c. 39, s. 1) a condition precedent to the right to appeal against a rate, is the *terminus a quo* for calculating the time for appealing to the quarter sessions. *Thomas v. Alsop*, however, deserves a fuller notice. There the question was, under what circumstances a husband can be compelled to contribute to the maintenance of his wife when she is living apart from him? By the Poor Law Act of Will. 4, relief given to the wife is to be considered as relief given to the husband, and by the Amendment Act of 1868 (31 & 32 Vict. c. 122, s. 38), the husband may be compelled to contribute to her relief where she requires it without him. Before this salutary provision the husband could only have been proceeded against under the Vagrant Act for "wilfully refusing or neglecting" to maintain her; and in *Flanagan v. Bishopwearmouth* (6 W. R. 38, 27 L. J. M. C. 46), it was decided that a husband could not be convicted under that Act who had offered to take his wife back and treat her kindly, she having left him, and being afraid to return to him on account of his violence. In the present case the facts were exactly similar, but the Act, which said nothing about wilfully refusing, was different; and the Court of Queen's Bench considered that, as the justices had found upon evidence which satisfied them that it would be injurious to the wife's health to return to cohabitation, they had jurisdiction to order the husband to contribute to her maintenance, notwithstanding his offer to take her back and treat her well. The wife, it may be observed, had left her husband no less than sixteen years, and it certainly does seem rather difficult to imagine what the evidence was which satisfied the justices that it would be dangerous for her to return to him. But still, justices with their local knowledge, which as a matter of fact, is not, and indeed cannot be, altogether shut out from the consideration of the evidence in cases like the present, are far the best judges on such a point. If the summons could always be got rid of by an offer of maintenance, many a woman might have to choose between return to cohabitation with a savage and starvation; and in such a case the ordinary rule of law, that a wife who has justifiably left her husband can pledge his credit

for necessities would not avail her, for the savage would probably have no credit, though he might find wherewithal to pay under pressure of an order of petty sessions.

NOTES ON THE MARRIED WOMEN'S PROPERTY ACT, 1870.

No. III.

The discrepancy between section 7 of the Married Women's Property Act and its marginal note is a simple piece of slovenly drafting, attributable, we suppose, to the draftsman employed by their Lordships who settled the altered bill. The marginal note says, "Personal property coming to a married woman to be her own," while the section itself falls considerably short of so universal an enactment. It enacts that where a woman, married after the 9th of August, 1870, shall, during her marriage, become entitled to any *personal property* as next of kin or one of the next of kin of an intestate, such property shall, subject, of course, to any settlement, belong to her for her separate use; but where she becomes entitled under any deed or will the separate use enactment is confined to "any sum of money not exceeding £200." In point of fact, we believe that the intention of their Lordships (it was late in the session, and the Commons did no more than hand back the bill which came down to them) was that if a donor meant to give to separate use he might be expected to say so, and if he had not said so, then, upon a presumption that he did not mean so, the Legislature ought not to interfere. However, Lord Romilly, in order to secure to wives sums which would be too small for settlement, introduced this proviso; and no doubt the limit of £200 was selected because £200 is the smallest sum which the Court of Chancery will pay out on a wife's waiving her equity to a settlement, without requiring her to be separately examined. This was the history of the section, but, of course, in interpreting the legal effect of its phraseology its mere Parliamentary history is irrelevant.

The result is that any personalty whatever, money, jewels, leaseholds, or anything else, coming to the wife under an intestacy, will become her separate property, but where she takes under a deed or will the separation is confined within the narrow limits of "a sum of money" not exceeding £200. Thus it is quite clear that a bequest, say of leaseholds or furniture, would not vest a separate property, and we take it that no stock or shares of any kind would be included. It has often been held that stocks and shares are not comprehended by a bequest of "money" (see, for instance, *Hotham v. Sutton*, 15 Ves. 327; *Lowe v. Thomas*, 5 D. M. & G. 315), and the expression, "a sum of money," is still narrower.

One or two questions have occurred to us (and doubtless there are others behind) as arising on the construction of Lord Romilly's proviso, and it may be useful to call the practitioner's attention to these.

In the first place, taking the case of a legacy of £1,000, the £1,000 of course does not become the wife's separate property; but we have heard doubts expressed whether the Act is not to be taken to have interfered in such a case with the old rule under which the wife would have her equity to a settlement out of the £1,000. We certainly do not think the section can be read as enacting that £200 shall be carved out of the £1,000 as separate property, or as impliedly abolishing the equity to a settlement in such a case. We imagine that, as to this £1,000, the old rule of equity applies precisely as before, and that the £1,000 becomes the husband's, subject to the wife's equity to a settlement.

Suppose, however, that, in consequence of large debts owing by testator, the £1,000 legacy is in fact abated to £150 which the executor is accordingly ready to pay over. Is this £150, as "a sum of money under £200" to which the wife is "entitled under a will," to be her separate property? The wife is "entitled," so far as the testator's intentions have gone, to get £1,000, but the state

of his property at his death prevents her getting more than the £150. Or should we not say, the testator intended her to be entitled to £1,000, but she is not entitled to more than £150. It is quite open to the Court, in construing the words of the section "entitled to any sum of money under £200," to take for the test of amount the actual sum which it becomes the duty of executor or trustee to hand over to the wife. We cannot commit ourselves to a prediction that the Court will adopt this view, but it is at least recommended by the consideration that it leaves fewer doubts open than any other. This is putting a legacy upon the same footing as a residue.

We must also notice a further question as to the construction of the word "entitled," which may arise in the case of interests which are reversionary, or at any rate not immediately possessory. Where, for instance, some deed or will has been made prior to the marriage under which a sum of money under £200 becomes payable to the woman after the marriage. In searching for some principle to apply to these cases, one feels a natural disposition to rush at once to the decisions which have been given on similar questions arising out of settlement-covenants to settle after-acquired property. There have been cases (such as *Graffey v. Humpage*, 1 Beav. 46, and *James v. Durant*, 2 Beav. 177) which have gone the length of ruling that where a woman was when she married entitled in possession, that property was comprised within a covenant for settlement of property to which she should become entitled during coverture; this was under colour that the husband on the marriage became entitled in his wife's right; but these cases are irrelevant to the construction of the enactment now before us; moreover they are not now followed. Vice-Chancellor Stuart, indeed, in *Re Hughes' Trusts* (4 Giff. 432), approved the two cases just mentioned, but there is an overwhelming array of authority the other way (see, for instance, *Otter v. Melville*, 2 D. G. & Sm. 257; *Archer v. Kelly*, 8 W. R. 684, 1 Dr. & Sm. 300; and *Re Browne's Will*, L. R. 7 Eq. 281, 17 W. R. Ch. Dig. 6). Covenant cases* will probably be largely cited in questions under this enactment, but they are hardly in *pari materia*; the forms of covenant include various other phrases besides the bare words of this enactment; the recitals, too, weighed with the Court, and the Court could speculate as to the intentions of private settlers in a manner which they cannot do in the case of the present legislative settlement. In *Brooks v. Keith* (1 Dr. & Sm. 462), *Archer v. Kelly* (*ubi sup.*), and *Spring v. Pride* (12 W. R. 893), contingent interests existing at the marriage and vesting subsequently, and reversionary interests existing at the marriage and falling into possession subsequently, were held to be within the covenant; but in these and similar cases there were additional words, such as "devolve," "come to," "become possessed of," &c., which were regarded by the Court as contemplating a post-nuptial change in the character of a pre-existing interest (see *Archer v. Kelly*, at p. 305). Speaking generally, one may, perhaps, gather from these cases a disposition to hold that property to which a wife "becomes entitled during coverture" includes the falling into possession of an interest existing previously only as a reversion or expectancy. But Lord Romilly, in *Re Browne's Trusts* (*ubi sup.*), distinguished between this and increase in the value of existing property, and held that on this view a large sum dropping in subsequently to the marriage on some pre-existing lifetime debentures was not included in a settlement covenant. For our own part it appears to us to be the fairest construction of the present enactment to hold that "becoming entitled" includes the transmutation of an expectant interest into a possessory interest; in this view a reversion dropping in after marriage would create separate property if under the limit of value; if a testator died before the marriage leaving the woman an immediate legacy, that would be a sum to which she was

entitled before the marriage, though the bequest might not be assented to till afterwards.

The case of *Re Middleton's Will* (16 W. R. 1107), suggests another question. There the limit in a settlement covenant was £500, and the wife took under a will a legacy of £200, and under the same will a share of residue amounting to more than £500. Vice-Chancellor Giffard held that since these two sums, though accruing under the same instrument, came by different titles, they were not to be lumped together for the purposes of the covenant; and consequently the legacy escaped the operation of the covenant. This is a question on which much might be urged to the contrary, but should a corresponding case occur under the Act this decision would be genuinely in *pari materia*.

We have thus discussed some more doubts under this new statute. We do not pretend to pronounce decisive opinions on such doubtful points, but practitioners who may have to advise on cases under the Act may be glad to have the doubts merely pointed out.

RECENT DECISIONS.

EQUITY.

JUDGMENTS ACTS—DELIVERY IN EXECUTION.*

Champneys v. Burland, V.C.S., 19 W. R. 148.

Every case reported under the Judgment Acts shows what a hopeless and disgraceful mess these Acts are. Judge after judge has wearily remarked on the utter impossibility of making any sense out of this statute law as it now stands. The 1st section of the last Act (27 & 28 Vict. c. 112) enacts, that "no judgment . . . shall affect any land of whatever tenure until such land shall have been actually delivered in execution by virtue of a writ of elegit or other lawful authority in pursuance of such judgment."

What is the operation of 27 & 28 Vict. c. 112 in those cases, numerous enough, in which the debtor's interest is not one which can be "actually delivered," a mere equitable interest, for instance? As Lord Romilly said, in *Re Duke of Newcastle*, 18 W. R. 8, L. R. 8 Eq. 706: "What the intention of the Legislature was, in introducing these words, and making the actual delivery a condition precedent for the order of sale, it is impossible to surmise;" but at any rate, when the debtor's interest is of such a nature, the creditor is debarred from the remedy of obtaining a sale of the debtor's interest by petition under the Act, nor has he any charge under the Act 1 & 2 Vict. c. 110 (s. 13). Lord Romilly, in the *Duke of Newcastle's* case, declines expressing any opinion as to the extent to which the Court of Equity can aid the creditor under such circumstances. But there is a remedy for the creditor by bill, though a roundabout one. Vice-Chancellor Wood said, in *Guest v. Cambridge Railway Company* (16 W. R. 507), that one really could not read the words "no judgment shall affect any land, &c.," as annulling the equity jurisdiction to assist on bill filed; but in the same case the Vice-Chancellor observed that there was no help for it, but the plaintiff must show that he has complied with all the formalities required by law, so far as he possibly can, even to the length of placing his writ in the sheriff's hands, though it is a mathematical certainty, from the value of the debtor's interest, that the return will be "*nulla dona*."

The present case may be consulted as a precedent, by judgment creditors placed in a difficulty by the wretched condition of the Acts, because the judgment creditor here filed his bill, and obtained, by a sale of the debtor's interest, the relief he wanted. The debtor's interest in the land was merely a mortgagor's equity of redemption. The land, of course, could not be delivered to the sheriff. Immediately after the sheriff had made his return to the writ, the mortgagor gave to the mortgagee, who was her

* The reader who desires a larger reference to this class of cases may turn to 14 S. J. 4.

* See also 13 S. J. 811.

solicitor, a memorandum directing him to sell, and out of the proceeds pay himself his mortgage money and a subsequent debt, and then hand the balance to the elegit creditor. The elegit creditor having, as we have seen, complied with all the formalities, filed his bill to redeem the mortgage, and foreclose the mortgagor, and resisted the mortgagee's claim to tack the subsequent debt secured by the memorandum. Vice-Chancellor Stuart held that the elegit creditor was clearly entitled to the whole of the debtor's interest—viz., the clear balance after paying off the mortgage, irrespective of the subsequent debt. This decision is undoubtedly correct. Few, however, of the Vice-Chancellor's brethren on the bench will agree with him in thinking that the Act has been "carefully framed" in its reference to delivery in execution. No thanks to the Act, the old remedial doctrines of the Court of Equity prove elastic enough to enable the Court to pilot the creditor past this bungling mess of legislation, though by a roundabout way. These enactments are simply a disgrace to the Statute-book.

COMPENSATION FOR COALS IMPROPERLY TAKEN BY OWNER OF ADJOINING MINE.

Llynvi Company v. Brogden, V. C. B., 19 W. R. 196; *Jegen v. Vivian*, L. C. id. 365.

Coal improperly taken, like timber improperly felled, belongs to the owner of the first estate of inheritance, who is entitled in equity to an inquiry how much coal was taken, and to an account of its value. Cases of this character, from the nature of mining operations, are continually occurring, and the Court deals with them whenever they come before it, upon a different principle when the coal is taken ignorantly, or under a *bona fide* belief of right, and when it is taken fraudulently, with full knowledge on the taker's part that he is doing wrong or, in other words, committing a robbery.

The cases illustrative of this difference of principle will be found collected in the judgments of Vice-Chancellor Malins in *Hilton v. Woods*, (15 W. R. 1105, L. R. 4 Eq. 429, 440), and in the judgment of Vice-Chancellor Bacon in *Llynvi Company v. Brogden* (*sup.*). They considered that when coal is taken under a supposed right the taker will be liable, at the suit of the owner, to account for the value of the coals taken, as if he had bought them *in situ*—i.e., at their market value; allowing, however, all expenses of winning, getting, and bringing it to bank. In other words, while he cannot be allowed to retain any of the property, he will not be made to bear any loss, as regards the coal itself. On the other hand, when the coal has been improperly taken, the only allowance will be the cost of bringing it to bank. The cost of bringing it to bank will be allowed, because that is an expense which the owner must have incurred; but the cost of winning and getting it will not be allowed—a most important difference to the pocket of the wrong-doer. *Llynvi Company v. Brogden* (*sup.*) shows what the power of the decree will be in such a case.

In *Jegen v. Vivian* (*sup.*) the Lord Chancellor appears to have thought the above rule, in the case of coal wrongfully taken, somewhat illogical, because it gives the owner not only the value of the coal *in situ*, but also the expense of winning and getting it, thus putting him in a better position than before the trespass. The rule may not be equitable, but the origin of it is to be sought in the intention of the Court to punish the wrong-doer, by leaving him to bear the expense of the trespass. The Court, however, as it appears from *Jegen v. Vivian*, in determining whether the expenses of winning and getting the coal come or do not come under the head of such allowances, will not inquire what the taker's motive was, and whether the trespass was wilful or not, but simply whether he acted under a reasonable claim of title. Of course no empty assertion of title will suffice; but the Court is not disposed to deal out to the trespasser the somewhat hard measure of disallowing his outlay in winning and getting the coal,

unless it appear that he was a mere trespasser, and no *bona fide* question as to title was pending, in which case he will only be allowed the expense of raising the coal.

LIQUIDATOR—SOLICITOR—PARTNER.

Re Universal Private Telegraph Company, M.R.,
19 W. R. 297.

It is as well that there should be a reported authority, even for a self-evident proposition. For we regard it as a self-evident proposition that a solicitor who is in partnership with the liquidator, or, as in the present instance, with one of the liquidators, should not be employed as the solicitor for the winding up, unless he consent to act without remuneration for his professional services. In this particular case the arrangement would have been unobjectionable; but it is sound policy to establish an invariable rule in cases where, to admit exceptions, would involve inquiries into a personal character. Thus, as the Master of the Rolls observed, the Court never pays out money to a sole trustee; and the result of this rule being invariable is, that it is no imputation on the character of a sole trustee when the Court refuses to pay out money to him. The above rule applies where the company is being wound up by the Court, or under the supervision of the Court. Where a company is being wound up voluntarily the liquidators are free to employ whom they will for their solicitor; but any contributory who thought the arrangement objectionable might, we apprehend, apply to the Court under section 138 of the Companies Act, 1862, in respect of it.

COMMON LAW.

METROPOLIS MANAGEMENT ACT, 1862—GENERAL LINE OF BUILDINGS—EFFECT OF ARCHITECT'S CERTIFICATE.

Simpson, Appellant; Smith, Respondent, C.P., 19 W. R. 355.

This case, though it only amounts to an interpretation of a single section of an Act of Parliament, is worth notice from the frequent occurrence of the facts to which it is applicable, and also on account of the difference of opinion which appears to prevail between the judges of the Queen's Bench and of the Common Pleas on the point decided.

By the 143rd section of 18 & 19 Vict. c. 120, it was provided that no building in the metropolis should, without consent of the board, be erected beyond "the regular line of buildings" in the street. No provision was made for determining what was the regular line of buildings. This section was repealed by the 75th section of 25 & 26 Vict. c. 102, which contained a somewhat similar enactment against building beyond the "general" line of buildings; "such general line to be decided" by the architect of the board. Upon this, questions have arisen whether the architect's decision may be given after the building complained of has been begun, and also whether, when given, it is final. In the first case upon it (*St. George's, Hanover-square, v. Sparrow*, 12 W. R. 832) in the Common Pleas, one of the questions raised by the magistrate who stated the case for the opinion of the Court was whether the certificate of the architect was final, and the Court held it was not; but this question was not really material to the decision of the case, as the magistrate thought, and as the Court held rightly, that the building there complained of was not a building within the meaning of the Act. In the next case (*Bauman v. The Vestry of St. Pancras*, 15 W. R. 904, L. R. 2 Q. B. 528), two questions were raised by the magistrate for the opinion of the Court of Queen's Bench—first, whether a certificate of the architect made after complaint was within the meaning of the Act; and, secondly, whether it was final. It does not, however, distinctly appear whether the magistrate agreed with the architect in opinion as to what was the general line

or not, but it rather seems that he did. The Court held the certificate a good one, and expressed an opinion that it was final. Next came the case of *The Wandsworth Board of Works v. Hall* (11 W. R. 256, L. R. 4 C. P. 85), in the Court of Common Pleas, where, again, the architect had not decided any line till after complaint, but the magistrate agreed with him in the decision he ultimately gave as to what was the line. The Court then expressed their adherence to their own opinion in *Sparrow's case*, but they pointed out that the point did not really arise, inasmuch as the magistrate agreed with the architect, so that, whether the decision of the architect was final or not, an order ought to be made. Then came the present case, where the point was distinctly raised whether the certificate, made after the building, was final or not, because the magistrate decided the case, not on his own judgment, but on the ground that he was bound by the decision of the architect. The Court have now held that he was not so bound. Whether the Court of Queen's Bench would follow this decision or their own previous opinion cannot, of course, be predicted; but, on the whole, it may be assumed that the true state of the law is that, upon complaint being made to a magistrate, it is his duty to ascertain—first, that some line has been decided upon by the architect, because otherwise he has no jurisdiction to make any order; in the next place, although he may act on the decision of the architect as sufficient evidence of what the general line is, he is, at all events when the decision has been given after the building, not bound to act upon it, but must consider the case for himself, hearing evidence upon the point if tendered, and form his own judgment. If his own judgment agrees with the architect's decision, he is bound to make the order, otherwise not. It has, however, never yet been decided whether a decision of the architect, given before the building complained of was commenced, is final or not. The greater part of the reasoning of the judges in the present case would not apply to this case.

BILL OF SALE—MISDESCRIPTION IN AFFIDAVIT.

Brodrick v. Scale, C.P., 19 W. R. 386.

This case contains a caution as to the strictness required in the formalities of a bill of sale. The instrument was held invalid on the ground that the attesting witness, being, in fact, only an attorney's clerk, was described in the affidavits as a "gentleman." *Hutton v. English* (7 E. & B. 94) had settled that the occupation of the grantor of the bill must be described in the affidavit, notwithstanding he is already described in the bill. In *Tuton v. Sanoner* (3 H. & N. 280, 6 W. R. 545), it had been decided that the affidavit must also describe the occupation of the attesting witness, and then (at p. 283), the distinction attempted to be taken between the grantor and the witness was directly negatived. So far, therefore, the matter seemed concluded by authority; but the distinction was attempted to be set up, that in *Tuton v. Sanoner* there was no correct description any where, either in the bill of sale or in the affidavit, whereas in the present case the attesting witness was rightly described in the bill. Now in *Banbury v. White* (11 W. R. 785, 2 H. & C. 300) the description in the affidavit was allowed to be good, though made only by clear reference to the description in the bill; and it was contended that here a sufficient reference was contained in the statement that deponents saw the execution of the bill of sale of which the copy was annexed, and that the signature of the attesting witness was his signature. It was held, however, that this not amounting to "a description by reference of the occupation of the attesting witness, and a statement of the truth of such description," it was not sufficient to satisfy the statute.

As to the inconsistency of the description, after the cases already decided it needs no further comment. If the witness has an occupation he must state it, and not describe himself by a term which only signifies that he has none.

LARCENY BY SERVANT.

Reg. v. Cooke, C.C.R., 19 W. R. 389.

This case is important as overruling *Reg. v. Thompson* (11 W. R. 41, 32 L. J. M. C. 57). In each case the prisoner being servant to the prosecutor, and employed as such to make payments on his account, had, by a false representation of the amount due, obtained from his employer a larger sum than was actually due, and had appropriated the surplus. In each case he was convicted of larceny; but in the earlier case it was held that he was wrongly convicted, and that his offence was that of false pretences; in the case now noticed the conviction was held right, and that, on the plain and well-established ground that the possession of the servant was the possession of the master (the money being received by him from the master), and that his appropriation of the money was therefore a felonious taking. It was, indeed, ingeniously suggested by Bovill, C.J., that "*Reg. v. Thompson* turned on the question whether the offence was larceny in the first instance; and the point whether the money was still in the constructive possession of the master, or whether there was a bailment, was not discussed;" but the report of the case does not bear out that statement, for the point was explicitly stated in the case submitted to the Court, and was actually discussed in the argument. The overruled case in substance amounted to saying that if the servant obtains goods from his master by a fraudulent representation the possession is no longer the master's but his own, although the goods were delivered to him to be used as servant.

BANKRUPTCY.

Ex parte White, Re Nevill, L.J., 19 W. R. 488.

PRINCIPAL AND AGENT—DEL CREDERE AGENT—SALE OF GOODS.

This case, though it establishes no new principle of law, is instructive as illustrating very clearly the nature of the relation of principal and agent. The facts were these:—Towle & Co. were cotton manufacturers, in Derbyshire. Nevill, Jourdain, & Jourdain were wholesale hosiers, in London. Towle & Co. had for many years been in the habit of consigning goods, not to the firm of Nevill, Jourdain, & Jourdain, but to Nevill alone. No written agreement existed regulating the terms of those consignments. But the course of business in fact pursued was that Nevill, at the end of each month, made a return of the goods sold during that month, but without any mention of the persons to whom or the terms on which he sold. He paid Towle & Co. for all goods so sold a fixed price, and at a fixed time—that is to say, at the end of the following month after the return of their sale. On the other hand, he dealt with the goods as he pleased, often dyeing them or otherwise changing their character before selling; he sold to whom, at what price, and for what term of credit he pleased. The moneys received on such sales were credited to Nevill in his general account with his firm. The firm of Nevill, Jourdain, & Jourdain executed a deed of arrangement with their creditors under the Bankruptcy Act, 1861, and at that time the balance due to Nevill from the firm was £2,035. Towle & Co. claimed to prove against the estate of the firm for this amount, alleging that Nevill, having received the amount as their agent, had committed a breach of trust in applying it to the purposes of the firm, and that the firm, having received the money with notice of the breach of trust, were in equity liable to Towle & Co. for the amount.

If Nevill had really received the money as agent and on behalf of Towle & Co., there could be no doubt that the result contended for would have followed. The question, therefore, was this:—"When Nevill sold cotton goods to his customers, did he sell them as the agent of Towle & Co., so as to make Towle & Co. the vendors, and the persons to whom he sold purchasers from Towle & Co., or did he sell on his own account, so as to create

the relation of vendor and purchaser between himself and the persons to whom he sold?" The Lords Justices, overruling the decision of Bacon, C.J., held that Nevill sold on his own account, not on Towle & Co.'s account; that the money he received was his own money, not impressed with any trust for Towle & Co.; that, therefore, it was no breach of trust to apply it to the purposes of his firm, and Towle & Co. had no claim against the firm. The true test for determining whether in any such case the alleged agent is really acting as agent is very clearly pointed out in the judgment of Mellish, J.—viz., to see whether the alleged principal could sue and be sued on the contracts made by the alleged agent. "The contract of sale which the alleged agent makes with his purchasers is not a contract made on account of his principal, for he is to pay a price which may be different from that which he is to receive, and at a time which may be different from that at which he is to receive. He is not guaranteeing the performance, by the persons to whom he sells, of their contract with him, which is the proper business of a *del credere* agent; but he undertakes to pay to his principal a certain fixed price for the goods which he sells, and to pay at a certain fixed time, wholly independently of what the contract may be which he makes with the persons to whom he sells; and my opinion is, that in point of law, if that is the real relationship between the parties, the alleged agent is making himself, on his own account, a contract of purchase with his principal, and is again re-selling. But if he is to be allowed to change the character of the goods—if he may turn wheat into flour, or grey goods into dyed or bleached goods—if he is at liberty to do that, and to sell those altered goods on his own account on any terms and at any price he pleases, that makes it still clearer that he is selling, not on account of his principal, but on his own account. Because, of course, it is clear that if he is selling on account of his principal, and the principal can sue upon the contracts which he makes, the principal must be liable to be sued upon them. Can anything be more absurd, then, than to say in this case that Towle & Co. could be liable to be sued if any portion of the goods had been badly dyed or badly bleached? And yet, if the contracts for the sale of the dyed and bleached goods, as goods properly dyed and bleached, were made by Nevill on account of Towle & Co., it would follow that Towle & Co. would be liable to be sued upon those contracts."

REVIEWS.

The American Law Review. January, 1871. Boston: Little, Brown, & Co.

The current number of the *American Law Review* has four articles this quarter, in addition to its digests of English and State law reports, book notices, summary of events, and correspondence. The subjects are—"The Burden of Proof in Cases of Negligence," "Expert Testimony," "Contraband of War," and "Ultra Vires." The first is interesting on account both of the great frequency of "negligence" cases in America, and the American doctrine as to contributory negligence, which, as the reader knows, we think to be inaccurate. The paper on "Expert Testimony" is the first half of a Harvard Law School prize essay. The writer starts with the observation that since the assistance of *testes* of the sort which fall within the category of experts is indispensable to the administration of justice, the small esteem in which this class of evidence is held must be attributable rather to the method in which it is obtained than to the evidence itself. Some change must therefore be made, the necessity of which as well as the nature of it, he thinks, "can be in no way more briefly demonstrated than by a review of the adjudications upon some of the doubtful points of the law of evidence, as it present exists." The end of the first instalment of this essay leaves the writer in the middle of his historical account of the authorities. There are no materials, of course, which are not to be obtained from the best books on the law of evidence, but the essay is very well written. We do not know what con-

clusions the writer may have in store, but the main defect in the matter really is—that the experts will infuse the advocate into the witness, which is a defect in the nature of the evidence itself, and, at present, no alteration has been divined in the method of taking it which could eradicate that defect. On contraband of war there is little to be said which has not been said over and over again since the beginning of the Franco-Prussian war. *Appropos* of the *Trent* case, the *Law Magazine* is in one sense right in stating that case as having settled conclusively that where the passage of contraband persons is to be interrupted the proper course is to bring such passengers into a prize court but; that doctrine required no proof. The writer also, not unnaturally, avoids mentioning the hitch into which Mr. Seward got himself, as to the belligerency of the Confederate States: if the Southern States were not to be recognised as belligerents, which, we all know, was maintained by the Northern States to rather a remarkable length, they could have no "diplomatic envoys," and the only ground for seizing Slidell and Mason was that they were such envoys.

The City of London Directory for 1871. London: Collingridge.

This is the first issue of a new directory which contains a very excellent map of London showing the improvements and alterations to the beginning of the present year. It has a streets guide, a trades guide, a conveyance guide, a livery companies guide, a corporation directory, and public companies directory. The law directory, so far as it goes, appears to have been prepared with care. The occupants in Lincoln's-inn and the Temple have their floors numbered. Indeed the work bears evidence throughout of the care bestowed on its production, while the proprietors are not above seeking for suggestions in order to make the forthcoming issues still more serviceable. The book is also admirably printed and bound.

COURTS.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

March 8.—*Chubb, Carter, and Radburn v. Harling*.

Apportionment of money in hands of garnishee amongst several claimants.

These were three separate garnishee summonses. The several plaintiffs, Chubb, Carter, and Radburn had each obtained a judgment in this court against one John Smith, and all of them remained unsatisfied. Smith obtained judgment against Harling in one of the superior courts, and the three plaintiffs thereupon issued summonses calling on Harling to show cause why he should not pay into this court the debt and costs due to Smith in satisfaction of their respective claims against him.

The defendant (garnishee), who appeared in person, admitted that a sum of about £42 was due from him to Smith on a judgment of a Superior Court, and he had, in obedience to summons from this court, refused to pay over the money to Smith. Execution had, however, been issued, and the Sheriff of Surrey had levied for the amount. Defendant paid under protest, the sheriff refusing to take any notice of the process of the County Court. The summons warned him not to pay over the money, but he had been compelled to do so, and if he was now ordered to pay the money into court he would like to know how he was to get it back from the sheriff.

MR. PITT TAYLOR said he had nothing to do with the sheriff. The money in question was in the hands of defendant at the time of being served with the summonses, and he ought not to have parted with it. He would have to pay the £42 in discharge of these claims as far as the money would go. The claims were respectively £11 12s., £15 7s., and £28 10s.; and the learned gentlemen, who appeared for the plaintiffs, could settle between them what proportion belonged to each.

MR. HICKLIN, who appeared for Carter and Radburn, suggested that the "first come first served" principle was the right one.

MR. PITT TAYLOR said they all appeared to have come at once. The summonses were all served on the same day. He would ask the officer about that.

The Officer said he served all the summonses on the same day. The first and second in the forenoon and the third in the afternoon.

Mr. PITT TAYLOR said that altered the question materially so far as the third claimant was concerned. The defendant must pay Chubb and Carter in full, and that would leave enough to pay only about half Radburn's claim.

WREXHAM.

(Before R. V. WILLIAMS, Esq.)

March 8.—*Re Maurice.*

Bankruptcy Act, s. 16—Rules 271, 275.—Proxies—Proceedings at meeting.

Mr. Maurice was, on December the 24th, adjudicated a bankrupt, on the petition of a creditor. On the same day he filed a petition for liquidation by arrangement, and on December 28th a meeting of creditors was held at Wrexham, when resolutions were passed sanctioning such liquidation by private arrangement, under the liquidation clauses of the Bankruptcy Act. Mr. J. D. Pugh, solicitor, attended the meeting as the proxy of the petitioning creditor in the bankruptcy, and several other large creditors, all of whom objected to the estate being liquidated otherwise than under the bankruptcy petition. Mr. Pugh handed his proofs of debts and proxies to the chairman of the meeting, and objected to the proposed liquidation, inasmuch as the debtor had been already adjudicated a bankrupt, and gazetted on the previous day. The chairman disregarded Mr. Pugh's protest, and the proofs and proxies handed to him, and ultimately the meeting passed a resolution to liquidate by private arrangement. These resolutions having been brought to the registrar of the court for registration, Mr. Pugh served the registrar with a notice of his objections as to the validity of such resolutions, inasmuch as the meeting had improperly excluded all the proofs and proxies of the creditors represented at the meeting by Mr. Pugh, and who dissented from such resolutions. The point was argued before the registrar on January the 4th, by Mr. Paesingham, of Bala, and Mr. William Sherratt, of Wrexham, in support of such resolution, and Mr. Pugh in opposition. The registrar refused to register the resolutions, on the ground that a majority in number, representing three-fourths in value of the creditors present at the above meeting, including the proofs and proxies used by Mr. Pugh thereat, did not vote in favour of such resolutions, and that the proxies so held by Mr. Pugh had been improperly excluded. Against this decision Mr. Sherratt's clients appealed to the judge.

Cottingham, for the appellant.

Mr. J. D. Pugh, in support of the registrar's decision.

Cur. adv. vult.

March 8.—Mr. R. V. WILLIAMS now delivered the following written judgment:—I am of opinion that the registrar was right in refusing to register the resolution. It appears to be admitted that if Mr. Pugh, who was the proxy for several creditors, is to be taken as having voted, or done what is tantamount to voting, against the resolution, there was not the statutory majority of votes as regards value in favour of the resolution. Upon the evidence before me, I am satisfied that Mr. Pugh handed to the chairman his proofs and proxies according to rule 271, so as to enable him to vote, and that he distinctly expressed his dissent from and opposition to the resolution; and I am of opinion that, in the absence of any directions in the Act or the rules as to how votes are to be given, such expression of dissent and opposition was equivalent to a vote in the negative. Secondly, I am of opinion that, even if he did not actually vote, nevertheless, the requirements of rule 275 were not complied with, for I am of opinion that Mr. Pugh was one of the creditors assembled at the meeting; and that, as without his signature the resolution was not signed by the statutory majority, as regards value, of the creditors assembled, the resolution cannot be taken cognizance of by the Court. There may be some difficulty in reconciling the expression in rule 275 with the eighth clause of section 16 of the Act, which enacts that "a special resolution shall be decided by a majority in number and three-fourths in value of the creditors present, personally or by proxy, at the meeting and voting on such resolution;" but however that may be, I am of opinion that the rule, which is made a part of the Act, has not been complied with, the resolution not having been signed by the statutory majority in value of the creditors assembled at the meeting.

COURT OF THE VICE-WARDEN OF THE STANNARIES.

Wheal Prosper Mining Company, Palmer's claim.

Cost-book mining company—Relinquishment of shares.

Semble, in the absence of special rules or evidence of custom, that a shareholder who had relinquished his shares could not claim any payment in respect of share of plant, the company going into winding up, with a deficiency of assets, within two years of the relinquishment.

Mr. J. B. Palmer, formerly a shareholder in the Prosper United Mining Company, claimed to be admitted a creditor under the winding up, in respect of his interest in the machinery and materials at the time of the relinquishment. The Prosper United was an unregistered cost-book mine without special rules. Mr. Palmer relinquished his shares by letter on the 29th of July, 1868, when he asked for a valuation of the plant. Shortly afterwards the plant, &c., was valued by Captain Husband on behalf of Mr. Wescomb, the purser, and Captain Pascoe on behalf of Mr. Palmer. The relinquishment was duly entered in the share ledger, produced at a general meeting 17th of December, 1868, when only one-fifth of the shares were represented. The company was ordered to be wound up in August, 1869, and Mr. Palmer claimed as a creditor, in respect of his interest in the materials. The claim was allowed by the registrar, and came before the Vice-Warden for confirmation.

Mr. FISHER V. W., said—As there were no special rules the case rested entirely on the evidence. The result appeared to be that Mr. Palmer relinquished his shares, reserving by implication his interest in the plant; but that there was no trace of ratification or of recognition of the valuation agreed upon in the books of the company. Therefore Mr. Palmer had to rely upon the authority of the purser, and it would, the Vice-Warden apprehended, be vain to contend that that officer had authority to bind the adventurers in such a matter. The purser was to be regarded only as the servant or financial manager of the company. His Honour was therefore of opinion that the evidence failed to prove any contract between the company and Mr. Palmer founded on the valuation. But the question then remained, whether the claim was founded upon a right necessarily incident to a cost-book mining partnership. These partnerships resembled ordinary partnerships in many respects, but differed in this: that the members had an unrestricted right of transferring their shares. He believed it had never before been contended that the relinquishment of shares stood upon the same ground as the retirement of a partner from an ordinary firm. The right to surrender cost-book shares depended upon custom, and the right to a proportionate share on the value of the plant, &c., must in the absence of express contract depend upon custom likewise. The strict onus of proving such custom lay upon the plaintiff, but he had given no evidence to that effect. The authorities were very scanty. In an MS. report, however, *Williams v. Edwards*, in 1791, he found it affirmed that an adventurer was absolutely entitled to surrender his share without payment of costs, that the purser might sue for these, but that he had a present set off against these costs in his interest in the plant and materials, and was entitled to immediate payment unless there was a probability that the mine would soon be discontinued. No mention was made as to any period for prepayment being fixed, but the practice seemed to have been to allow two or three years, in order that it might be ascertained whether the mine was likely to go on or not. If the mine ceased operations within that time the assets were the only fund to which the adventurer could look. If this view proved correct, Mr. Palmer's claim was disposed of by the fact that Wheal Prosper ceased within the two years, and the plant proved insufficient to pay the creditors. It was impossible, however to ascertain with accuracy what the alleged custom was, and judgment had therefore to be given irrespectively of it. He should decide against the claim, but if desired would grant an issue for trial.

Paul Morphy, the noted chess player, is now a practising lawyer in New Orleans.—The state prisons in Maine, New Hampshire, and Massachusetts more than pay expenses, and it is urged that it would be no more than just to credit the surplus to the prisoners, to be paid at the expiration of their sentences or to their dependent families, when they have such.—*Albany Law Journal.*

APPOINTMENTS.

Mr. JOHN GRAY, Q.C., of the Oxford circuit, has been appointed Solicitor to the Treasury, in succession to the late John Greenwood, Q.C. The appointment is worth £2,500 a year. Mr. Gray was called to the bar at the Middle Temple in January, 1838, and was appointed a Queen's Counsel in 1863.

Mr. JAMES FLEMING, Q.C., has been appointed Chancellor of the County Palatine of Durham, in the room of Christopher Temple, Esq., deceased.

Mr. JOHN THOMAS ABDY, LL.D., Barrister-at-Law, and Recorder of Bedford, has been appointed Judge of the Essex County Courts (Circuit No. 38), in succession to Mr. William Gurdon, resigned. Dr. Abdy is the eldest son of the late Lieutenant-Colonel James Nicholas Abdy, of the East India Company's military service, by Charlotte Georgiana, daughter of Thomas King, Esq. He is a cousin of Sir Thomas Neville Abdy, Bart., of Albany, Essex; his grandfather married a daughter of James Hayes, a bencher of the Middle Temple. Dr. Abdy was born on the 5th July, 1822. He was educated at Trinity Hall, Cambridge, where, in 1845, he was at the head of the Civil Law Tripos, and afterwards became a fellow of his college; he was called to the bar at the Middle Temple in January, 1850, when he joined the Norfolk Circuit. On the resignation of Mr. Maine, in 1854, Mr. Abdy succeeded him as Regius Professor of Civil Law in the University of Cambridge, which office he has since held, in conjunction with the Gresham Professorship of Law, both of which will now become vacant. He received the degree of Doctor of Laws on being appointed to the professorship, and has been for many years one of the revising barristers on the Norfolk Circuit. Dr. Abdy is the author of a work on "Civil Procedure among the Romans"; and in 1869 he published, in conjunction with Mr. Bryan Walker, a translation of "Gaius." He also contributed the articles on "Legal Studies" to the "Student's Guide to the University of Cambridge." In July last year he was appointed Recorder of Bedford, in succession to the late Mr. D. D. Keane, Q.C. Dr. Abdy married, in July, 1854, Marian, second daughter of John Hardwick Holloway, Esq., by which lady he has a numerous family.

Mr. W. COPE, Barrister-at-Law, has been appointed Recorder of the borough of Bridgnorth, in succession to the late Mr. U. Corbett Winder. Mr. Cope was called to the bar at the Inner Temple in November, 1840, and is a member of the Oxford Circuit, also attending the Shrewsbury and Stafford Sessions.

Mr. THOMAS SIRRELL PRITCHARD, Barrister-at-Law, of the Oxford Circuit, has been appointed Recorder of the Borough of Wenlock, which office was rendered vacant by the death of Mr. U. Corbett Winder. Mr. Pritchard was educated at Brasenose College, Oxford, where he graduated B.A. in 1855. He was called to the bar at the Inner Temple in November, 1858, and is a member of the Oxford Circuit, attending also the Hereford and Usk sessions. He was one of the editors of a recent edition of Burn's Justice.

Mr. WILLIAM STEPHENS, Solicitor, of Presteign, has been appointed by Lord Ormathwaite, Lord-Lieutenant of Radnorshire, to be Clerk of the Peace for that county, in succession to the late Mr. Richard Banks, of Kington, Herefordshire. Mr. Stephens was certificated in 1834, and is clerk to the Lord-Lieutenant, coroner for Radnorshire, county treasurer, and clerk to the justices for the hundred of Radnor.

Mr. THOMAS SIMPSON, of Leeds, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the West Riding of the county of York.

Mr. THOMAS HAWDON, of Selby, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the West Riding of the county of York.

Mr. KENNETH E. DIGBY, barrister-at-law, of Lincoln's Inn, has been re-elected to the Vinerian professorship of law in the University of Oxford.

GENERAL CORRESPONDENCE.

THE STAMP ACT, 1870.*

Sir,—The power of attorney had become liable to duty when it was executed in December, 1870, under the Acts then in force; and 33 & 34 Vict. c. 99, s. 2, provides that the repeal of the old Stamp Acts shall not affect the past operation of any enactment repealed, or the sufficiency or insufficiency of the stamp duty upon any instrument executed or signed, or the validity or invalidity of anything done or suffered before the 1st of January, 1871. This being so, it appears to me the power should have a 30s. stamp impressed.

A COUNTRY SOLICITOR.

Sir,—The power of attorney executed in India, in 1870, to which "T. C. S." refers, should bear a 30s. stamp; as every instrument is presumed to be stamped at the time of execution, and the time allowance—for stamping deeds—after execution, is merely an act of grace in deference to public convenience.

VENIA.

March 18, 1871.

Sir,—I have a similar case to that of your correspondent "T. C. S." About a fortnight ago I received a power of attorney from Australia, which was dated the 30th of December, 1870, and the question whether I was to pay 30s. or 10s. for the stamp naturally occurred to me.

I tried to persuade myself, in the same manner as "T. C. S.," that the two months' grace from the date in the one case, and the two months' grace from receipt in the other, made (on the principle of Euclid, that "things equal to the same thing are equal to one another") the date and receipt identical for stamping purposes; and that, therefore, I was entitled to stamp my power with the present 10s. duty.

On, however, perusing the Stamp Act further, I came across section 17, to which I recommend "T. C. S." to refer. This section, enacting that "save as aforesaid" (which exception does not affect our cases), "no instrument relating, wheresoever executed, to anything to be done in the United Kingdom shall, except in criminal matters, be pleaded, &c., or available at law or in equity, unless it is duly stamped in accordance with the law in force at the time it was first executed" appeared to me so conclusive that I to-day stamped my power with the old 30s. stamp.

B. H.

March 18.

PUBLIC HEALTH.

Sir,—I am anxious to gather materials for some hand-bills enforcing the duty of taking precautions for the promotion of public health. I also want to form a collection of books of bye-laws with the aid of which to frame a code for use within this jurisdiction.

I should therefore esteem it a great favour to receive from any of your readers who may be clerks of local boards copies of any documents coming within the above categories which may be in circulation in localities with which they have to do. The enlightenment of the public as regards precautions against disease is an object worthy of all possible intercommunication of ideas.

G. F. CHAMBERS, Chairman of the Bromley Local Board.

Bromley, Kent, March 20.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 17.—*County Property Bill*.—The Duke of Richmond moved the second reading of this bill, which was designed to facilitate the sale and transfer of property belonging to counties. The bill had been approved by the Home Office, and had passed through the House of Commons without much discussion; but if the Lord Chancellor preferred it, he would postpone the motion for a second reading.—The Lord Chancellor was obliged for this offer, as the bill at first sight appeared to contain some rather startling provisions. He would examine it more closely before the motion was repeated.—Lord Penzance remarked that some clauses of the bill were rather more comprehensive than the Duke of Richmond seemed to think, and joined in the request for

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postponement.—The Duke of Richmond then withdrew his motion.

The Justices Procedure (England) Bill.—Lord Cairns moved the second reading. Its object was to consolidate the existing Acts which regulated the procedure and practice of magistrates' and petty sessions courts in England. There were, he was told, not less than a thousand of these courts, and considering the number of persons interested in them, and the number of cases, small in themselves, but important as regarded their consequences decided by them, the House would see the desirability of collecting in one statute the whole of the law and procedure applicable to such tribunals. He believed the only attempt of the kind which had been made was the Acts generally known as Jervis's Acts, which were passed nearly a quarter of a century ago. Those Acts were incomplete and imperfect in many points of detail, and various circumstances had since necessitated alterations both in the law and procedure of the courts. In recent years a consolidation of the law in this direction had been accomplished in Ireland and Scotland, and the present bill was originally introduced into the other House in 1865, but, after it had made some progress, the state of public business necessitated its withdrawal. Considerable attention had since been paid to it with a view of making it more perfect. Their lordships would not expect that he should claim to be its author, but it might be satisfactory to them to know that it had been prepared under the superintendence of Mr. Oke, chief clerk of the Lord Mayor's Court, who was well versed in the subject and had had large experience both in that court and other petty sessions courts in the country in matters of this description. He should propose its committal *pro forma* on Friday March 31 for the purpose of rectifying some errors in printing and in the arrangement of the clauses, so that after Easter it might go through committee in the regular way. The Lord Chancellor remarked that the Bill was one of considerable magnitude, and that the measure introduced into the other House in 1865 was, as he understood, rejected after some discussion, since which time no further proceedings had been taken. Since the introduction of the present bill he had made inquiries at the Home Office and of several magistrates as to the necessity of such a measure, the result being that no complaint had been made by any magistrate of the working of the Acts passed 22 years ago by Lord Chief Justice Jervis, which consolidated all the then existing statutes respecting magisterial jurisdiction. He could not find that any serious defect or impediment had arisen. The Bill contained one new provision to which no objection could be offered, especially as it had been for some time in operation in Ireland—viz., one giving police magistrates the power of keeping order in their courts. He was informed, as the result of a cursory inspection of the measure by a competent legal authority, that care had not been taken to preserve the language of the old Acts. It was most important that this should be done in a consolidated Act, for the language of every Act was subject to criticism and legal investigation, very few being so fortunate as not to require judicial construction. When such a construction had been definitively settled, it was very undesirable to deviate from the phraseology, as this might necessitate further argument and decision. He would suggest the reference of the Bill to a select committee, as a committee of the whole House was hardly competent to discuss a bill of this character.—The bill was read a second time.

March 20.—*The Benefices Resignation Bill.* Report.—The Earl of Harrowby moved an amendment providing that all, instead of "one at least," of the churchwardens should be served with notice of the issue of a Commission to inquire into any offer of resignation.—The Bishop of Winchester objected, but the amendment was ultimately agreed to.—An amendment by the Duke of Richmond, providing that a magistrate of the county, instead of the district, should be a member of the Commission, was agreed to.—Lord Cairns moved an amendment in clause 7 (which empowers the Commission to grant a pension not exceeding one-third of the gross annual value of the benefice) by the omission of the word "gross." He urged that an unfair burden might otherwise be cast on the incoming incumbent.—The Bishops of Winchester and London objected on the ground of the difficulty of ascertaining the net value, and pointed out that the commissioners were not required to grant as much as a third, their discretion being simply limited to this proportion.—The amendment was agreed to.—On the motion of

the Bishop of Winchester, a new clause was inserted, giving power to the representatives of a clergyman found lunatic by inquisition to act on his behalf.—The report was then received.

Sequestration of Benefices Bill.—The Bishop of Winchester introduced a bill.

March 23.—*The Stamp Act (1870) Amendment Bill* was read a second time.

The Benefices Resignation Bill was read a third time and passed.

HOUSE OF COMMONS.

March 17.—*County Court Judges.*—Mr. G. Gregory—who had given notice of his intention to ask the Attorney-General whether his attention had been directed to a return recently issued showing the number of days on which judges of county courts sat in 1869, from which it appeared that fifteen of such judges, receiving salaries of from £1,500 to £1,800, sat for periods amounting in the whole of such year to from six to twelve days only; and whether such return was a correct representation of the whole of the work performed by such judges respectively—said that since he had given notice of his questions he had found by a return supplemental to one delivered last Session that the *minimum* of sittings was 88, and the *maximum* 216. Therefore, he would not trouble the Attorney-General by putting the first question that stood in his name on the paper. But he would ask whether there was any check upon or control over the appointment of deputies by county court judges.—The Attorney-General said the 9 and 10 Vict. c. 95, s. 20, provided that a deputy might be appointed in case of the illness or unavoidable absence of a county court judge. The cause of absence was to be entered on the minutes of the court. But if he was asked who was to determine whether a county court judge was ill or whether his absence was unavoidable, he should be obliged to say that the county court judge himself was the judge of his own illness. There was a further power undoubtedly, with the approval of the Lord Chancellor, to appoint a deputy, for a period not exceeding two months.

Conventual and Monastic Institutions.—Mr. Newdegate, submitting that the intention of the majority of the House must be defeated unless wider powers were given to a committee than were possessed by the committee of last year, moved that a select committee be appointed to inquire into the existence, number, increase, and regulation of conventual and monastic institutions in Great Britain; into the income, property, and estates acquired, received, held, or possessed by or for such institutions, or by or for members thereof; and whether adequate legal securities or means existed for insuring the personal freedom of the inmates thereof.—Mr. Villiers, as the chairman of the committee of last year, said nothing had transpired during the inquiry which led the committee to think that they required further powers.—Mr. Pemberton, as a member of last year's committee, felt unable to support the motion.—Mr. Greene said it was clear that the powers of the committee were not extensive enough.—The motion was negatived by 196 to 79.

The Army Regulation Bill.—Adjourned debate on second reading.—Second reading agreed to without a division.

County Justices Qualification Amendment Bill.—Sir Roundell Palmer introduced a bill to amend the law disqualifying attorneys, solicitors, and proctors in practice from being justices of the peace for counties.

March 20.—*The Pauper Inmates Discharge and Regulation Bill* was read a second time.

"The Six Ships."—Mr. Goldsmid asked the Under-Secretary for Foreign Affairs whether the owners of the six English vessels sunk by the Prussians in the Seine had received compensation; and, if not, what further steps the Government proposed to take in the matter.—Lord Enfield: The owners have not yet received compensation. The Board of Trade are actively engaged in investigating the claims. Some delay has arisen owing to the absence on leave of the German Consul at Sunderland; but as soon as it can be decided what is the amount of indemnity that can fairly be claimed a communication will be made to the German Ambassador, who has shown the greatest readiness to settle the claims with as little delay as possible.

Sequestration of Benefices Bill.—Mr. Russell Gurney introduced a bill.

March 22.—*Registration of Trade Partnerships*.—Mr. Norwood introduced a bill.

March 23.—*The Bribery Acts*.—Mr. James asked the Attorney-General whether, in the event of the Elections (Parliamentary and Municipal) Bill becoming law, the Government was prepared at the earliest opportunity to introduce a measure for the purpose of consolidating and amending the Corrupt Practices Acts now existing only by virtue of a continuance Act.—The Attorney-General said the Government would be prepared to deal with the subject if the Elections (Parliamentary and Municipal) Bill should pass, but they did not see much hope of being able to do so this session.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

COURT OF APPEALS, KENTUCKY.

St. Louis Mutual Life Insurance Company v. Graves.

Clause in a life policy avoiding the policy if the assured should "die by his own hand."

Held, by two judges, that an act of self-destruction, to be within this condition, must be "voluntary"; that, if committed in an insane state of mind, it is not "voluntary," and that the mere act of self-destruction creates a prima facie presumption of insanity.

Dissentient the two remaining members of the Court, who held that self-destruction is within such a condition, if committed intentionally by a person understanding the nature and consequences of the act, though labouring under an insane delusion rendering him legally and morally irresponsible.

Secus, where the act was committed whilst the will was overmastered by a blind, violent impulse or paroxysm.

This was an action by the widow of one Graves against an insurance company with which the deceased had effected a policy, containing a condition avoiding the policy in case the assured should die "by his own hand, by delirium tremens, or the use of opium." The deceased, who was a livery-stable keeper, was found one night alone in his stable shot through the head with a pistol, which he had borrowed from a friend a few moments before. It was not disputed that the deceased fired the pistol himself, but it was averred by the plaintiff in the action that the fatal shot was fired in a momentary paroxysm of moral insanity, which subjugated his will and impelled him beyond the power of self-control.

It was proved that on the evening of the act Graves was seen drinking copiously by himself, and that he was intoxicated when he obtained the pistol. Evidence was also admitted (though objected to by the defendants) of a rumour, current the night before, that deceased had burnt down a rival livery stable belonging to his brother. The Court instructed the jury that though they might be satisfied that the deceased committed suicide, and that when he did the act his intellect was unimpaired, and that he knew that it was forbidden by human and divine law, yet if they believed, upon the evidence, that at the instant of the commission of the act his will was subordinated by an uncontrollable passion of emotion, causing him to do the act, they must find it to have been an act of moral insanity, not avoiding the policy. The company appealed.

ROBERTSON and PETERS, JJ.—To avoid the policy the death must have been the voluntary act of the assured, and an insane act is no more voluntary than any act constrained by extraneous force. There is in the decisions on the construction of such conditions as the present some apparent conflict, but no very essential diversity of principle. All the cases but one concur that to avoid the policy the death must be "voluntary." *Dean v. American Insurance Company* (4 Allen) is an elaborate, self-contradictory, and inconclusive opinion, which, though apparently against this view, becomes, when examined, corroborative. In *Hartman v. Keystone Insurance Company* (9 Harris, 479), the Supreme Court of Pennsylvania held that "die by his own hand" included any kind of suicide. In *Breasted v. The Farmers' Loan and Trust Company* (4 Hill, 74) the Supreme Court of New York, in a powerful opinion, adjudged that "suicide" and "died by his own hands," as generally used in policies, were synonymous, and that "die by his own hands" means voluntary self-destruction by the free will of a sane man ("self-destruction by a fellow-being bereft of reason can with no more propriety be ascribed to the act of his own hand than to the deadly instrument that may have been used for the

purpose." . . . "Self-slaughter by an insane man or a lunatic is not an act of suicide within the meaning of the law 4 Black. Com. 189, 1 Hale's P. C. 411.") And on an appeal that judgment was affirmed (Seldon's Reports, 303). The Court said that "suicide" and "death by own hand" were synonymous in policies, and in each the act must be intentional, and therefore criminal, which could not be the case if the mind was constrained by moral or physical duress; and said also, "Can it make any difference whether this coercion come from the hand of man or the visitation of Providence?"

The same principle was recognised by the Supreme Court of Maine, in *Easterbrook v. The Union Mutual Life Insurance Company* (54 Maine Rep. 225), in which the Court cite and criticise the British cases of *Borradaile v. Hunter* (5 Man. & Gra. 639), and *Clift v. Schwabe* (3 Man. & Gra. 437).

In *Borradaile v. Hunter* a majority of the Court, Tindal, C.J., and others dissenting, decided that the policy was avoided by the self-destruction of the assured, because the jury found that the act was voluntary; thus implying that unless the act was voluntary the policy had not been avoided. And this, so far, is coincident with our opinion. But that Court seemed to think that knowledge of right and wrong may make an insane act voluntary. This inconsistency of the past generation on the phenomena of insanity is exploded by the advancing science of this more rectified age. Moreover, it seems that not only Tindal, but Maule, Pollock, Cresswell, Tenterden, and other eminent jurists of England, disapproved the inconsistent doctrine in *Borradaile v. Hunter* and *Clift v. Schwabe*, which followed it, and that Lord St. Leonards says, in a note to Bunyon on Insurance, 75, "Sed quære the decision?" Those cases are therefore not full and unquestioned authority, even in England, except so far as they support our conclusion that the act cannot avoid the policy unless it be voluntary. And who can doubt what, in its legal sense, "voluntary" is?

Hence, referring to those British cases as coincident in reason with *Breasted v. Farmers' Loan and Trust Company*, as reported in Phillips on Insurance, section 896, says, in effect, that any mental derangement sufficient to exonerate a party from a contract would render a person incapable of occasioning the forfeiture of such a policy as this. Principle, reason, and authority, all concurring, show that an insane act is not voluntary, and that to avoid the policy in this case the act of self-destruction must have been voluntary. Every self-destroyer literally dies "by his own hand;" but technical suicide implies a sane and controlling mind. If the death was not an act of free volition, the unconstrained will of a sane and self-poised mind, the appellant is responsible; otherwise not.

According to matured philosophy, and the corroborating authority of elementary writers, such as Pritchard and Esquirol and Ray and Taylor, and of many modern adjudications, both British and American, there may be moral as well as intellectual insanity, and essentially contradistinguished from it. When, as often happens from congenital mal-organisation or supervenient disturbance of the normal condition of a sound mind in a sound body, the senses present false images which are accredited necessarily by the deluded victim as intuitive certainties, no reasoning or proof can rectify the illusion of a mind in such abnormal condition, and consequently, as no punitive sanction can prevent the effects of such insane delusion, there is no legal responsibility. This is called intellectual insanity.

But, while the senses are apparently sound and true, the affections may be perverted, or the moral sentiments unhinged, in such a degree as to subjugate the will to some morbid appetite or ungovernable passion, and thus precipitate against the will insane but conscious wrong. This is contradistinctively called moral insanity. Such are the forms of monomania entitled kleptomania, pyromania, nymphomania, homicidal mania, &c., now well defined and recognised as irresponsible insanity.

Whether and how far these two distinctive forms of insanity run into and sympathise with each other is unknown. But generally the one is apparently untinted by the other, and in moral dethronement by insane passion there may be no delusion, but the will is overwhelmed by delirious passion, which it cannot either stifle or successfully resist. *Smith v. The Commonwealth*, 1 Duvall, is Kentucky authority supporting this theory.

The appellee rests her case on the plea that her husband's suicide was an act of moral insanity; and her counsel assume that all suicide is an insane act, or *prima facie*

evidence of insanity in some phase. All this is controverted by the appellant; and here lies the issue discussed and tried.

On the question whether a sane mind can commit voluntary suicide there has been some conflict of opinion. Some medico-jurists insist that suicide is necessarily an insane act; others that it is only *prima facie* evidence of insanity.

The first hypothesis has been generally discredited, and the latter much doubted, in all time and every forum, ever since the suicides of Themistocles, Demosthenes, Hannibal, and Cato of Utica. Without faith in a future state of retribution, the historic men seemed, each and all, to prefer, on rational calculation, annihilation to hopeless torture or degradation. Even assurance of immortality might not always stay the voluntary hand of the reasoning suicide. Martyrdom for faith or principle, or opinion, though not a positive act of suicide, is yet virtually self-immolation on the altar of truth and posthumous fame. And many such self-sacrifices illustrate the middle ages, and even subsequent periods of the earth's history, without the imputation or suspicion of impelling insanity. Still self-destruction is so rare and awful as, in itself and by itself to imply insanity, in the absence of proof of motive or predisposing causes. Such are our judicial theories on this occult subject. Without elaboration of the elements of physiology or psychology, or analysis of Ray or Esquirol or Prichard or Taylor, all substantially concurrent, or of British and American adjudications, in some respects conflicting, we are content with the conclusion that the foregoing outline sufficiently defines the law of this case.

In giving and refusing instructions on the trial, the circuit judge, with one exception, substantially applied the law as thus defined. If paroxysm of moral insanity caused the death of the assured, the suicidal act was involuntary, and at the instant unavoidable, even if he then knew its illegality and all its consequences; for such knowledge, as before suggested, is inconsistent with that form of insanity, and therefore the Court did not err in refusing to instruct the jury otherwise, and of which the appellant most complains. But instruction number three was erroneous.

[After reviewing the evidence:—] The evidence as to insanity is conflicting, but the facts conduce to the conclusion that the suicide was voluntary and premeditated, and was not the inevitable result of moral insanity. On the other hand, his apparent felicity in his domestic relations and prospects, the monstrous character of the act itself, and the want of certain proof of any strong motive for it, fortify the *prima facie* presumption of insanity, which is still more strengthened by the testimony of medical men, who both, after hearing the evidence, concurred in the belief that, if Graves shot himself, the act was the offspring of moral mania. The probabilities are so nearly balanced that the preponderance would not allow this Court to set aside a verdict either way for want of evidence to support it. But the resisted admission of the opinions of many unprofessional witnesses expressed on a long hypothetical question as to whether they thought that, under all the circumstances, Graves if sane would have shot himself, was a substantial error, prejudicial to the appellant.

For that error, the error in instruction number three, and the error in admitting evidence of monomania, the judgment is reversed, and the cause remanded for a new trial.

WILLIAMS, C.J., delivered a separate opinion, in which HARDIN, J., concurred.—

In this suit the jury have found for plaintiff under the following instruction of the Court:—"That before the jury can find for the defendant they must be satisfied from the evidence given that Leslie C. Graves, whose life was insured by the defendant, committed suicide, and that when he did the act his intellect was unimpaired, and that he knew it was forbidden both by moral and human law; yet if they believe from the evidence that at the instant of the commission of the act his will was subordinated by any uncontrollable passion or emotion causing him to do the act, it was an act of moral insanity; and they ought, if they so believe, to find for the plaintiff."

And we are now asked to say that this is law. In all the vague, uncertain, intangible, and undefined theories of the most impracticable metaphysicians on psychology and moral insanity, no court of last resort in England or America, so far as has been brought to our knowledge, ever before announced such a startling, irresponsible, and dangerous proposition of law. For if this be law, then no longer is there responsibility for homicide, unless it be per-

petrated in calm, cool, considerate condition of mind. What is this proposition when compressed into a single sentence? That if his "intellect was unimpaired, and that he knew it was forbidden both by moral and human law, yet if at the instant of the act his will was subordinated by any uncontrollable passion or emotion causing him to do the act, it was moral insanity, and they ought to find for the plaintiff." Concede that it was through either passion or mortification, or fear of disgrace because of this rumour, and instead of killing himself he had killed his brother, or some one else whom he suspected of being connected with the rumour, should this transport of passion or mortification or fear of disgrace have exempted him from criminal responsibility? If so, then, indeed, the more violent the passion and desperate the deed, the more secure from punishment will be the perpetrator of homicide or other crime. Had Graves killed another under the circumstances developed in this case, we should enter our most solemn protest against his exoneration from responsibility. But it is not necessary to put this case on any such grounds, for this is a civil suit, founded on a civil contract.

The doctrine of moral insanity, ever dangerous as it is to the security of the citizen's life, and pregnant as it is with evils to society, has but little or no application to this case. Too uncertain and intangible for the practical consideration of juries, and unsafe in the hands of even the most learned and astute jurist, it should never be resorted to for exemption from responsibility save on the most irrefragable evidence, developing unquestionable testimony of that morbid or diseased condition of the affection or passions so as to control and overpower or subordinate the will before the act complained of; for if the act is to be evidence of moral insanity for the suicide, so it will be for the homicide, the parricide, and the seducer, and the ravisher.

But as the general covenants of the policy assured against all deaths by disease, whether of body or mind, what did the parties mean by inserting the proviso that the company was not to be responsible "if he shall die by his own hands"? These are important and pregnant words, full of meaning. In natural and common parlance there would be but little difficulty in this determination, for they should have a rational construction, to be derived from the whole contract and the objects of the parties as therein evidenced. But the refinements of astute and metaphysical minds have refined away this in exploring the mazy, dark, and limitless region of psychology and moral insanity, and herein lies the difficulty. The party did not intend to insure against self-destruction; yet, says the refined metaphysician, this means a voluntary self-destruction, and if the party was morally or mentally insane he did not destroy himself, and that the act of self-destruction is evidence in itself of such moral insanity. So the act of taking his own life disproves the self-destruction. Was there ever a more self-destroying argument or theory? And if this theory be true that the act of suicide evidences insanity, either moral or mental, does this not itself establish the fact that it was against such death that the company refused to insure, and so provided for its exemption from the operation of the general covenants of the policy. If moral insanity, when the mind is left unimpaired, is to be substituted for disease, to what purpose were the words used? What kind of self-destruction did they provide against? For the astute metaphysicians who testified in this case gave it as their opinion that in a Christian country no sane man would commit suicide, and so testified nearly every other witness, and there were many who were called to the point; and so, it is presumed, found the jury, for this is the sole act of insanity proved, or attempted to be proved, in the case. Now, this actual practical *reductio ad absurdum* illustrates the uncertain and intangible impalpability of such a theory. Here the insurance company does not insure against self-destruction. This, says the theorist, does not embrace an act of moral or mental insanity, and the act of self-destruction evidences, in itself, such moral insanity; the inevitable logical result, therefore, is, that as self-destruction testifies to moral insanity, which is not embraced in the proviso, so self-destruction is not embraced in the words "if he die by his own hands." If this be so, what do they mean? For there they stand as part of the covenant, and as a qualification to the previously used general terms of responsibility by the company. This, in effect, and to all legal and practical purposes, nullifies and abolishes the proviso and renders it a mere *brutum fulmen*, a senseless, imbecile provision.

If then we would escape this illogical absurdity, and attach any sensible meaning to these words, and give them any effective operation, we must find a more practical solution than the theory of moral insanity has or can present to us. It is remarkable that all the decisions which have come to our view have been made upon strongly developed and distinctly marked cases of prior intellectual insanity, and do not embrace a single case of moral insanity. In *Clift v. Schwabe* the English Court, upon solemn argument and due consideration, affirmed the principles announced in *Borradaile v. Hunter*, and held the policy void because the said Schwabe, whose life was insured, committed suicide by taking sulphuric acid with the intent to kill himself, though then of unsound mind. The reasoning in this was similar to the other case, since which time the law has been regarded as so settled in England. In 1843 the Senate of New York, sitting as a court of errors, in *Breasted v. Farmers' Loan and Trust Company* (4 Hill, 74), held that "suicide involves the deliberate termination of one's existence while in possession and enjoyment of his mental faculties. Self-slaughter by an insane man or lunatic is not an act of suicide within the meaning of law." But the evidence or character of the insanity in that case is not given in the short, unphilosophic, and weak argumentation of this political body, though written by its Chief Justice. The same case went up to the Appellate Court in 1853 (4 Selden, 303), and it appears therein "that the assured threw himself into the Hudson river from the steamboat *Erie*, while insane, for the purpose of drowning himself, not being capable at the time of distinguishing between right and wrong," as found by the referees. Here was evidence of insanity, before he perpetrated the deed, to such an extent as to destroy his knowledge and power to discriminate between right and wrong; and what was said in the opinion of the Court much more argumentative than the other, must be taken in reference to such character of mental insanity. And while a majority of the Court evidently felt the cogency of the reasoning and authority of the English Courts, still it drew a distinction between the facts, insisting that in the English cases the suicide had acted voluntarily, but not so with the assured in their own case; so that they were deciding in a case where no volition had been exercised, nor was there power to distinguish between right and wrong, which makes out a case of bad intellectual lunacy; yet even here was a nearly equally divided court, or a majority of four against a minority of three on such a case. The next case is that of *Easterbrook v. The Union Mutual Life Insurance Company* (54 Maine, 226), in which the Supreme Court of Maine, by a divided court of four to one, upon a policy identical in language to the one in this case, and upon the finding of the jury "that the self-destruction was the result of a blind and irresistible impulse over which the will had no control, and that the self-destruction was not an act of volition," held that the policy was not void by such act committed by one labouring under such insanity. But in *Hartman v. Keystone Insurance Company* (21 Penn. 479) the Supreme Court of Pennsylvania held that "the words 'die by his own hand,' standing alone, mean any sort of suicide;" one judge dissenting, one absent, and three concurring. In *Dean v. American Mutual Life Insurance Company* (4 Allen, 96), the Supreme Court of Massachusetts, by unanimity of six judges, held that a policy containing the words in the proviso that if the assured "shall die by his own hand" it is to be void, means to exclude risks of "the destruction of life by the voluntary and intentional act of the party assured." The Court said: "The moral responsibility for the act does not affect the nature of the hazard. The object is to guard against loss arising from a particular mode of death. The *causa causans*, the motive or influence which guided or controlled the will of the party committing the act, is immaterial as affecting the risk which the insurers intended to except from the policy. . . . The proviso exempts the insurers from liability when life is destroyed by the act of the party insured, although it may be distinctly traced as the result of a diseased mind."

It would seem reasonable to hold that the proviso was intended to except from the policy all cases of death caused by the voluntary act of the assured, when his deed of self-destruction was the result of intention, by a person knowing the nature and consequences of the act, although it may have been done under an insane delusion, which rendered the party morally and legally irresponsible. If the suicide was an act of volition, however excited or impelled, it may in a just sense be said that he died by his own

hand. If the death was caused by accident, by superior or overwhelming force, in the madness of delirium, or under any combination of circumstances from which it may be fairly inferred that the act of self-destruction was not the result of the will, or intention of the party adapting means to the end, and contemplating the physical nature and effect of the act, then it may be justly held to be a loss not excepted within the meaning of the proviso. A party cannot be said to die by his own hand, in the sense in which those words are used in the policy, whose self-destruction does not proceed from the exercise of an act of volition, but is the result of blind impulse, of mistake or accident, or of other circumstances over which the will can exercise no control. This is the tangible, practical view of the subject, and within the comprehension of plain, sensible men, such as generally make contracts, and such as juries are generally composed of, and embraces the true philosophy of the proviso and the reasons for its insertion, rendering it intelligible and valuable.

It is remarkable that every one of these cases, both in England and America, arose out of intellectual insanity—a disease often, if not universally, produced by physical derangement—evidenced before the act of self-destruction. If judges could differ in such cases—and a great majority hold that even the insanity must be of such a degree as to preclude volition and a comprehension of the physical result of the act before it should be exonerated from the operation of the provision in the policy—could it not be rationally inferred that in a case of mere moral insanity, where the intellect was left unimpaired, with a full comprehension of the act and physical result thereof, and studiously adapting the means to the end, the judges would have been unanimous that the mere impulse of passion at the instant of the act, however strong and overwhelming and controlling over the mind, could not rescue it from the operation of the proviso?

It never has been anticipated by any law writer known to us that the mere transports of passion at the time the fatal deed is done, when the mind remains unimpaired and in the exercise of its intellectual faculties, however violent and overwhelming, shall exonerate from even criminal responsibility, much less to avoid civil contracts. The close proximity of the words "shall die by his own hand" to words signifying criminal intent, no more indicates that such intent enters into their meaning than does their close proximity to other words importing no such intent, but an innocent one, show that they should be construed to mean irresponsible, innocent action; and as these words stand in close connection with both classes of words, how shall Courts determine that they are to be construed by the one rather than the other? Evidently these words, as held by Chief Justice Black, in the Pennsylvania case, and by other Courts, must be construed by themselves, and in their common, natural signification held to mean what the parties understand, as derived from the whole contract, its nature, and objects.

The opinions of witnesses, not founded on science, but as a mere theory of morals or ethics, whether given by professional or unprofessional men, are wholly inadmissible as evidence. Hence the opinion of even physicians that no sane man in a Christian country would commit suicide, not being founded on the science or phenomena of the mind, but rather a theory of morals, religion, and future responsibility, is not evidence.

Nor should the Court have permitted the so recent rumour about the city to be proved over the defendant's objections, unless it had been carried home to the knowledge of deceased.

We therefore concur in the reversal, but not in the law as expounded by Judges Robertson and Peters.

Abridged from the *New York Daily Transcript*.

AMERICAN INSURANCE LEGISLATION.—A bill has been presented in the New York Legislature, which has ostensibly for its object the making life policies incontestable after payment of the third premium. In other words the assured is not to be holden for false statements made in application after the payment of three premiums. The bill should be entitled "an act to cover up frauds on the companies." In the same august body Mr. Dennis Burns has introduced a bill to compel insurance companies to print their policies in legible type, "visible to the naked eye," instead of putting certain clauses, affecting the rights of the insured, in such small and obscure print that their purport is never discovered till payment is demanded for losses. Mr. Burns should also enact that all policyholders must be able to read their policies.—*New York Underwriter*.

OBITUARY.

MR. F. G. WEST.

Mr. Francis George West, barrister-at-law, died at his seat, Horham Hall, Thaxted, Essex, on the 15th of March, in the sixty-sixth year of his age. He was the only son of the late Rev. George West, Rector of Stoke-next-Guildford, Surrey, by Sarah, only daughter and heir of Francis Creuzé, Esq., of Howfield House, Essex, and was born in 1805. Mr. West was called to the bar at Lincoln's-inn in May, 1850, and inherited the Thaxted estate on the death of his father in 1853, soon after which he was appointed a Justice of the Peace and Deputy Lieutenant for Essex. He married in 1830, Frances, youngest daughter of the late James Green, Esq., of Farnham, Surrey, by whom he leaves an only surviving son—the Rev. George West, of Magdalen Hall, Oxford, who is curate of Ryton, in Northumberland.

LAW STUDENTS' JOURNAL.

LECTURES AND LAW CLASSES.

The lectures and law classes for the year 1870-1 will be continued after the Easter Recess, in conformity with the following table:—

EQUITY.

Charles Septimus Medd, Esq., Lecturer and Reader.

April 14, Friday	...	Lecture	...	6 to 7
" 17, Monday	...	Class A	}	4.30 to 6
" 18, Tuesday	...	" B		
" 19, Wednesday	...	" C		
" 28, Friday	...	Lecture	...	6 to 7
May 1, Monday	...	Class A	}	4.30 to 6
" 2, Tuesday	...	" B		
" 3, Wednesday	...	" C		
" 12, Friday	...	Lecture	...	6 to 7
" 15, Monday	...	Class A	}	4.30 to 6
" 16, Tuesday	...	" B		
" 17, Wednesday	...	" C		
" 26, Friday	...	Lecture	...	6 to 7
" 29, Monday	...	Class A	}	4.30 to 6
" 30, Tuesday	...	" B		
" 31, Wednesday	...	" C		
June 9, Friday	...	Lecture	...	6 to 7
" 12, Monday	...	Class A	}	4.30 to 6
" 13, Tuesday	...	" B		
" 14, Wednesday	...	" C		
" 23, Friday	...	Lecture	...	6 to 7
" 26, Monday	...	Class A	}	4.30 to 6
" 27, Tuesday	...	" B		
" 28, Wednesday	...	" C		

COMMON LAW.

H. M. Bompas, Esq., Lecturer and Reader.

April 21, Friday	...	Lecture	...	6 to 7
" 24, Monday	...	Class A	}	4.30 to 6
" 25, Tuesday	...	" B		
" 26, Wednesday	...	" C		
May 5, Friday	...	Lecture	...	6 to 7
" 8, Monday	...	Class A	}	4.30 to 6
" 9, Tuesday	...	" B		
" 10, Wednesday	...	" C		
" 19, Friday	...	Lecture	...	6 to 7
" 22, Monday	...	Class A	}	4.30 to 6
" 23, Tuesday	...	" B		
" 24, Wednesday	...	" C		
June 2, Friday	...	Lecture	...	6 to 7
" 5, Monday	...	Class A	}	4.30 to 6
" 6, Tuesday	...	" B		
" 7, Wednesday	...	" C		
" 16, Friday	...	Lecture	...	6 to 7
" 19, Monday	...	Class A	}	4.30 to 6
" 20, Tuesday	...	" B		
" 21, Wednesday	...	" C		

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of the society on Tuesday, 21st inst., the question discussed was No. 471, Legal:—"A. effected an insurance on a ship and cargo at and from Buenos Ayres,

and port or ports of loading in the province of Buenos Ayres, to port or ports of call and discharge in the United Kingdom. A. knew the ship was to be sent to L., a roadstead within the province, to complete her cargo, and she sailed there accordingly; but, on her return voyage to Buenos Ayres to obtain a clearance, was wrecked. L. was unknown to underwriters as a place of loading, and had defendant, a subscriber to the policy, been informed by A. that the vessel was going to load there, he would have required a higher premium. Can A. recover on the policy?" *Harrover and others v. Hutchinson*. Mr. Dupree opened the debate in the affirmative, and the question was decided in the negative by the Chairman's casting vote.

COURT PAPERS.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in Easter Term, 1871.

IN TERM.

Middlesex.

Monday April 17 | Monday May 1
Monday " 24 |

No London sittings.

AFTER TERM.

Middlesex.

London.

Tuesday May 9 | Friday May 12

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM BOVILL, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, Easter Term, 1871.

IN TERM.

Middlesex.

Monday April 17 | Monday May 1
Monday " 24 |

No London sittings.

AFTER TERM.

Middlesex.

London.

Tuesday May 9 | Friday May 21

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, Easter Term, 1871.

IN TERM.

Middlesex.

Monday April 17 | Monday May 1
Monday " 24 |

No London sittings.

AFTER TERM.

Middlesex.

London.

Tuesday May 9 | Friday May 12

COURT OF BANKRUPTCY, LINCOLN'S-INN-FIELDS.

This Court will be closed from March 29 to April 11, both days inclusive. Applications of a pressing nature may be made during that time to the Senior Registrar in attendance at the Court in Basinghall-street, except on Good Friday, Saturday, Easter Monday and Tuesday, when that court will also be closed.

A petition by Mr. Purchas, for a re-hearing of his case, is to be argued before the Judicial Committee of the Privy Council this day (Saturday). Mr. Purchas states that he could not defend himself at the hearing for want of pecuniary means, but is now able to do so. He submits also that the decision is wrong and in conflict with *Westerton v. Liddell*. The Solicitor-General and Mr. C. Bowen appear for Mr. Purchas, to argue the simple question of practice, whether the committee will consent to re-hear the petition. The application is opposed by the Church Association.

THE METROPOLITAN COUNTY COURT CLERKS AND THE JUDICATURE COMMISSION.

The following petition has been presented to the Judicature Commissioners, and, as we are informed, favourably received:—

To the Royal Commissioners on Judicature.

The humble petition of the Metropolitan County Courts Clerks

Sheweth,—That your petitioners have been appointed assistant clerks of the Metropolitan County Courts, to issue all summonses, warrants, precepts, and writs of execution; and to register all orders and judgments of the said courts, and to keep accounts of all proceedings of the courts, and of all court fees and fines payable or paid into court, and of all moneys paid into and out of court; and to enter accounts of all such fees, fines, and moneys, in books belonging to and kept for that purpose in such courts.

That increase of work, arising out of the extension and multiplication of county court jurisdiction, has not been regarded or recompensed in the salaries of your petitioners, which, as at present allowed and paid by the Treasury, are inadequate and insufficient to admit of making any provision for infirmity and old age.

That your petitioner's salaries, as paid and allowed by the Treasury, are in effect provided for out of the Consolidated Fund of the United Kingdom, or out of moneys voted by Parliament, within the qualification, benefit, intent, and meaning of the Superannuation Act, 1859, s. 17.

That the officers of all the courts of common law and equity, with the exception of the county courts, are now civil servants, and entitled to the benefits thereof.

That under the provisions of the County Court Act, 1866, 29 Vict. c. 14, s. 14, it is enacted that if the commissioners the Treasury shall think fit to employ in the examination of the accounts of the courts any person on account of knowledge acquired by him as clerk to any treasurer, such clerk shall (if after one year the said commissioners shall continue to employ him) be deemed a servant in the permanent civil service of the State and be entitled to superannuation.

That under and by virtue of the last-mentioned Act, a clerk of a deceased treasurer is now employed by the Treasury, and so becomes entitled to all the benefits arising out of the Superannuation Act. Wherefore your petitioners conceive that their special knowledge and many years' service in discharging the ministerial procedure and book-keeping of the courts well entitles them in like manner to be deemed servants in the permanent service of the State, and to be entitled to superannuation and all other benefits of the Superannuation Act, 1859.

That about three years since a deputation of your petitioners waited on the Lords of the Treasury, and preferred a request to be placed on the list of civil servants and to be declared entitled to superannuation, when an intimation was received that the commissioners had no power to comply with such request without the sanction of Parliament.

That such deputation and request having been then graciously responded to by the Right Hon. George Ward Hunt, heretofore one of the Lords of the Treasury, and now a member of your honourable commission, your petitioners are now encouraged to hope that the right hon. gentleman, with his co-commissioners, may be graciously disposed to afford the requisite aid to secure the sanction of Parliament by including in or supplementing your report as to the future position and procedure of the county courts with a recommendation that the assistant clerks of the Metropolitan County Courts be deemed civil servants of the Crown, and entitled to the Superannuation Act, 1859, whereby your petitioners may obtain the extension of the desired boon in the legislation that will naturally follow on the publication of the report by your honourable commission.

PRESENTATION TO MR. C. U. LAWS.—On the 13th of March the tenantry of the Duke of Northumberland, with other friends in the manor of Tynemouth, entertained Mr. Cuthbert U. Laws, solicitor, of Prudhoe Castle, agent to the Duke, at a public dinner at the Commercial Hotel, North Shields, and also presented him with a testimonial, consisting of a valuable tea and coffee service, kettle, butter-cooler, and coffee-tray, valued at from £300 to £400, as a token of their sincere regard and

esteem. Mr. Laws had for forty years acted as bailiff of the manor of Tynemouth, and agent to the Duke of Northumberland. The mayor of Tynemouth, (Mr. G. Bell) occupied the chair, and the presentation was accompanied by a suitable address, to which Mr. Laws responded. Mr. Laws, it may be remembered, has been appointed Steward of the manor of Tynemouth, in succession to Sir Walter B. Riddell, Bart.

Hon. O. A. Cochrane has accepted the chief justiceship of Georgia, only on condition that he shall be relieved at an early day by the appointment of another, saying that the emoluments are so small that he cannot, in justice to himself and his family, give up his law practice for the position.—*Albany Law Journal*.

HASTY LEGISLATION.—In the State of Wisconsin an amendment to the State Constitution abolishing the Grand Jury system, having been submitted to the people, was ratified. No law could be passed in view of ratification and prior thereto, and the consequence is that there is now no authority there by which persons can be arraigned before the higher courts for trial. A person may be arrested, but cannot be bound over, after hearing, before the examining magistrate, for no higher court can try him without an information of some kind being laid. The prisoner cannot be kept in jail to await the passage of the law to fit his case, for that would be a mockery. He cannot be tried by the common law, for the people have forbidden it. Thus complains a correspondent in the *Albany Law Journal*, and piteously asks the editor to point out a remedy. Meanwhile, the State is a sanctuary, indeed, for criminals, more secure than the churchly lines of "ancient." The Legislature has been convened to remedy the defect.—*Pacific Law Reporter*.

LINCOLN'S FEES.—The largest professional fee that Lincoln ever received was five thousand dollars paid him for twice arguing the case of the *County of McLean v. Illinois Central Railroad Company*, reported in 17th Illinois, 291. The opinion of the Court sustained his view of the case, holding that the provision in the charter of the company by which its property was exempted from taxation on the payment of a certain proportion of its earnings was constitutional. The company owned nearly two millions of acres of land, and the road passed through twenty-six counties, so that, had the decision been adverse to the company, a half million of dollars put at interest would scarcely have paid the taxes. Pending the payment of this fee, Lincoln wrote the following query, the affirmation of which embodies the practical rule which governed his attorney fees: "Are or are not the amount of labour, the doubtfulness and difficulty of the question, the degree of success in the result, and the amount of pecuniary interest, involved not merely in the particular case, but covered by the principles decided, and thereby secured to the client, all proper elements, by the custom of the profession, to consider in determining what is a reasonable fee in a given case?"—*Chicago Legal News*.

PUBLIC COMPANIES.

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	88
Stock	Calcutta	100	87
Stock	Glasgow and South-Western	100	116
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121
Stock	Do., A Stock	100	131
Stock	Great Southern and Western of Ireland	100	101
Stock	Great Western—Original	100	96
Stock	Lancashire and Yorkshire	100	135
Stock	London, Brighton, and South Coast	100	86
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	136
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	51
Stock	Metropolitan	100	66
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	37
Stock	North London	100	117
Stock	North Staffordshire	100	65
Stock	South Devon	100	52
Stock	South-Eastern	100	84
Stock	Taff Vale	100	188 x d

* A receive no dividend until 6 per cent. has been paid to B.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 309	Ind. Enfr. Fr., 8 p Ct. Jan. '73 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent. July, '90 109	Ditto Debentures, per Cent., April, '84 —
Ditto for Account	Do. Do. 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100 x d	Do. Bonds, 4 per Ct., £1000 30 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Refused Ppr., 4 per Cent. 92	

GOVERNMENT FUNDS.

LAST QUOTATION, March 21, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92½	Annuities, April, '85
Disco for Account, April 92½	Do. (Red Sea T.) Aug. 1870
5 per Cent. Reduced 90½ xd	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90½ xd	Disco, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Disco, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 4 per Cent., Jan. '73	Ct. (last half-year) 240 x d
Annuities, Jan. '80 —	Disco for Account.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & ba	Clerical, Med. & Gen. Life	100	£ s. d.	£ s. d.
4000	40 pc & ba	County	100	10 0 0	33 0 0
24440	5 pc & ba	Eagle	30	5 0 0	6 0 0
10000	10 per cent	Equity and Law ...	100	6 0 0	9 5 0
30000	7½ to 6d pc	English & Scot. Law Life	50	8 10 0	5 12 6
3700	5 per cent	Equitable Reversionary...	105	50 0 0	94 10 0
4600	5 per cent	Do. New	50	50 0 0	18 10 0
5000	5 & 2 p ab	Gresham Life	30	5 0 0	5 0 0
50000	5 per cent	Guardian	100	50 0 0	52 10 0
20000	6 per cent	Home & Col. Ass., Limtd.	50	5 0 0	4 15 0
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
60000	12 per cent	Law Fire	100	2 10 0	3 10 0
10000	4½ to 3d ab	Law Life	100	96 5 0	96 0 0
100000	12 per cent	Law Union	10	0 10 0	0 17 6
20000	5½ to 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4½ to 6d pc	London & Provincial Law	50	1 17 8	4 15 0
40000	16 per cent	North Brit & Mercantile	50	5 0 0	28 10 0
2500	12½ & ba	Provident Life	100	10 0 0	35 0 0
89220	25 per cent	Royal Exchange	Stock	All	£241

MONEY MARKET AND CITY INTELLIGENCE.

On the first news that Paris was in process of being consigned to anarchy and ruffianism, the markets were not depressed, but business fell into a state of suspense. Since then the funds have not fallen a penny, and business seems inclined to go on irrespective of what is happening in the French capital. As the reports came worse and worse, the feeling was strengthened that the reign of disorder is too bad to last, and will soon be crushed either by Frenchmen or Prussians. There is now a plentiful supply of money, and transactions are fairly brisk. The foreign market shows scarcely any changes in prices. The home railways, after a few days' pause, in consequence, perhaps, of sales tempted by the late remarkable rise in prices of some lines, are again in strong request, and prices of Great Westerns and a few others seem again on the upward move.

The annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday. The report states that the number of policies issued in the course of last year was 180, insuring capital sums of £347,150 and a reversionary annuity of £3,000, the new premiums amounting to £14,520 19s. 8d. Deducting re-assurances, the net sum assured was £300,150, and the net new premiums £12,543 10s. 1d., including annual premiums of £11,031 6s. 4d., and single premiums of £1,512 3s. 9d. The amounts of the new premiums, both gross and net, are considerably in excess of those of any former year. The average amount of the new policies continues to increase, being now, after deduction of re-assurances, £1,677.

The annual general meeting of the Legal and General Life Assurance Office will be held on Tuesday, the 28th inst., at one o'clock.

At the seventeenth annual meeting of the Briton Medical and General Life Association, held on Thursday, a dividend was declared of 8 per cent. on the paid-up capital as increased by the bonus, making a total distribution for the year equal to 16 per cent. on the original payment per share. The new premiums had amounted to £17,473 1s. 11d., and the total income to £246,477 8s. 1d.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BILLINGHURST—On March 10, at Stoke Newington, the wife of J. W. Billingham, of the Poultry, solicitor, of a son.

COLES—On March 15, at Eastbourne, the wife of Mr. J. H. Campion Coles, solicitor, of a son.

FISHER—On March 9, at 6, Albert-terrace, Regent's-park, N.W., the wife of Charles E. G. Fisher, Esq., barrister-at-law, of a son.

STRONG—On March 20, at 21, Oakley-square, N.W., the wife of R. D. Strong, Esq., solicitor, of a son, stillborn.

MARRIAGES.

CHEYNE—SIMSON—On March 20, at 54, Northumberland-street, Edinburgh, John Cheyne, Esq., advocate, to Margaret Simson, youngest daughter of the late Archibald Simson, of Comelore, and 27, Rutland-square, Edinburgh.

GRIFFITHS—GABB—On Feb. 20, at Calcutta, W. Griffiths, Esq., barrister-at-law, to Mary Anne, second daughter of the Rev. J. F. S. Gabb, Charlton Kings, near Cheltenham.

DEATHS.

COLE—On March 16th, Mary Eliza, wife of James Samuel Cole, of Beaufort-street, Chelsea, and Northumberland-street, Strand, solicitor, in her 33rd year.

MANCLARKE—On March 20, at Malvern, William Thomas Manclark, solicitor, late town clerk of Barrow-in-Furness, aged 34.

PARKER—On March 23, James Amelia, wife of Francis Parker, solicitor, Greenwich, aged 32.

WEST—On March 15, at Horham Hall, Thaxted, Essex, Francis George West, Esq., of Lincoln's-inn, barrister-at-law, J.P. and D.L. for the county of Essex, in his 66th year.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, March 17, 1871.

Lindell, Wm. & Wm Kelly, Lincoln's-inn-fields, Attorneys and Solicitors. March 13.

Stephens, Wm Hy. Arthur Thos Stephens, & Wm Atkinson Langdale, Bedford-row, Solicitors. Feb 25.

Winding-up of Joint Stock Companies.

FRIDAY, March 17, 1871.

UNLIMITED IN CHANCERY.

Deal and Devon Railway Company.—Petition for winding up, presented March 14, directed to be heard before the Master of the Rolls on March 25. Sutton & Ommanney, Coleman-st, solicitors for the petitioner.

LIMITED IN CHANCERY.

Rheidal United Silver Lead Company (Limited).—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims to Robt Palmer Harding, 8, Old Jewry. Thursday, April 27 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 21, 1871.

UNLIMITED IN CHANCERY.

Wilts and Gloucestershire Railway Company.—Vice Chancellor Malins has, by an order dated March 10, ordered that the above company be wound up by this court. Wood & Co, Raymond-bldgs, Gray's-inn; agents for Paul & Rogers, Tetbury, solicitors for the petitioners.

LIMITED IN CHANCERY.

Thames Iron Works Ship Building, Engineering, and Dry Dock Company (Limited).—Vice Chancellor Malins has, by an order dated March 10, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the court. The appointment of Wm Edwards & Fredk John Divers as liquidators of the company was confirmed. Evans & Co, Nicholas-lane, solicitors for the company.

Friendly Societies Dissolved.

TUESDAY, March 21, 1871.

Banwell Friendly Society, Ship Hotel, Banwell, Somerset. March 1.

Beaulieu Friendly Society, Parochial Schools, Beaulieu, Hants. March 16.

Female Friendly Society, Liwinessa, Wrexham, Denbigh. March 13.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 17, 1871.

Comben, Mary, Portland, Dorset. April 15. Lynham & Comben, M.R. Howard, Weymouth.

Dats, Fras, Weston-super-Mare, Somerset, Balder. April 15. Price & Dats, V.C. Malins. Baker, Weston-super-Mare.

Dawson, John, Bacup, Lancashire, Esq. April 14. Ashworth & Mann, V.C. Malins. Wright, Bacup.

De Fonblanque, Frank Thos, Torquay, Devon, Gent. April 14. De Fonblanque & De Fonblanque, M.R. Allen & Son, Carlisle-st.

Dymmock, John, Eccleshall, Stafford, Gent. April 12. Grosvenor & Bentley, M.R. Hand Stafford.

Dymmock, Richd, Eccleshall, Stafford, Gent. April 12. Hickman & Bentley, M.R. Hand, Stafford.

Esk, the. Persons claiming in respect of a collision, on the 12th of November, 1869, between the Esk, and the Njord. April 20. Thomas & the Banders Steam Shipping Company, V.C. Malins.

Narramore, Wm Daniel, Haberton, Ford, Devon, Accountant. April 10. Narramore & Narramore, V.C. Malins. Edmonds, Plymouth.

Sheppard, Hy Richd, Somerset, Gent. April 8. Sheppard & Dore, V.C. Malins. Sheppard & Wollaston, Wells.

Stringfield, Joseph, Weston-super-Mare, Somerset, Surgeon. April 13. Maund & Jones, V.C. Bacon. Chapman, Weston-super-Mare.

Wadeson, Eva Lydia, Tavistock-sq, Spinsters. April 21. Wadeson & Wadeson, V.C. Stuart. Sealding, Gordon-st, Gordon-sq.

TUESDAY, March 21, 1870.

Gale, Richd Chris, Winchester, Hants, Land Agent. April 20. Gale & Gale, M.R. Edwards, Winchester.

Hirst, Ann, Southsea, Hants, Widow. April 29. Hirst & Burton, V.C. Stuart. Cousins, Portsea.

Meldrum, Jas, sen, Kendal, Westmorland, Nurseryman. April 17. Meldrum & Hayes, V.C. Bacon. Bolton, Kendal.

Oyler, Polter Saml, Commercial-st, Spitalfields, Fruit Salesman. April 14.
Oyler & Payne, V.C. Malins. France, Lincoln's-inn-fields.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 17, 1871.

Allen, Robt, Deal, Kent, Licensed Victualler. April 14. Jenkinson & Son, Corbet-st, Gracechurch-st.
Answorth, Robt Ashbury, Clifford's-inn, Law Stationer. April 30.
Wade Clifford's-inn.
Bell, Fanny, Holywell, Flint, Innkeeper. June 1. Lewo, Lpool.
Bird, Wm Ireland, Lpool, Gent. May 1. Richardson & Co, Lpool.
Bridton, Thos, Monyash, Derby, Yeoman. May 10. Taylor.
Butler, Joseph, Stanningley, York, Gent. July 1. North & Sons, Leeds.
Cartwright, Jas, Tarbock, Lancaster, Farmer. April 21. Tyre & Co, Lpool.
Cook, John, Glais, Glamorgan, Surgeon. June 1. Norton, Swansea.
Davies, Wm, Penryth, Brecon, Esq. May 31. Llewellyn, Newport.
Evans, Joel, Oxford, Brewer. May 1. Hawkins, Oxford.
Gardner, John Hy, Gough-st North, Looking Glass Manufacturer. May 23. Miller, Cophall-st.
Glasgow, Peter, Bishopwearmouth, Saddler. April 1. Dixon, Bishopwearmouth.
Greaves, Wm, New Shoreham, Sussex, Shipowner. April 29. Greaves, New Shoreham.
Harwood, Hy, Boston, Lincoln, Gent. April 20. Wise, Boston.
Hill, Geo, Bristol, Gent. May 1. Whittington & Co, Bristol.
Holloway, Horatio Fras Kingsford, Marchwood-pk, Hants, Esq. May 1. Field & Co, Lincoln's-inn-fields.
Hurst, Mary, Wellington-rd, St. John's Wood, Spinster. May 10. Willett, Gray's-inn-w.
Ladbroke, Selina Caroline Harriett, Belgrave-rd, Piccadilly, Widow. May 1. Western & Sons, Great James-st, Bedford-row.
Peddle, John, Panborough Bow, Somerset, Innkeeper. April 14. Sheppard & Wollaston, Wells.
Ratcliff, Jas Rogerson, Bishopwearmouth, Durham, Shipowner. March 31. Bell, Sunderland.
Scarlett, Wm Stanley, Glasshouse-st, St James's. April 29. Pike & Son, Old Burlington-st.
Sutton, Mary, Birm, Widow. April 20. Ewbank & Partington, South-st, Gray's-inn.
Taylor, Alice, Newcastle-upon-Tyne, Northumberland, Spinster. April 5. Russell & Co, Old Jewry-chambers.
Taylor, Sidney, Bridlington, York, Gent. April 25. Shepherd & Co, Beverley.
Umbers, Abraham, Weston Hall, Warwick, Farmer. April 15. Moore & Co, Warwick.
Wells, Mary Ann, Torrington-sq, Spinster. April 25. Birt, Southampton-st, Fitzroy-sq.
Woolley, Joseph, Macclesfield, Cheshire, Yeoman. May 13. Higginbotham & Barclay, Macclesfield.

TUESDAY, March 21, 1871.

Anthony, Thomasine, Dartington, Devon, Widow. June 1. Preswell, Totnes.
Bannerman, John, Wyatstone Leys, Hereford, Esq. May 31. Cunliffe & Leaf, Manch.
Barham, Fras, Bath, Somerset, Gent. May 3. Carlake & Barham, Bridewater.
Branson, Thos, Glatton, Huntingdon, Cattle Dealer. May 1. Hunnybun, Huntingdon.
Buckton, Jane, Dartington, Durham, Widow. May 13. Hutchinson & Lucas, Dartington.
Buckton, John, Dartington, Durham, Gent. May 13. Hutchinson & Lucas, Dartington.
Cameron, Ann, Brighton, Sussex, Spinster. April 20. Pontifex, St. Andrew's-st, Holborn.
Corney, Jas, Gipey-hill, Upper Norwood, Gent. May 1. Bowland, Croydon.
Coxon, Edwd, Sunderland, Durham, Market Gardener. April 17. Eiton, Sunderland.
Crick, John Stringer, Bishopwearmouth, Durham, Master Mariner. April 1. Dixon, Bishopwearmouth.
Cust, Elizabeth, Carlisle, Spinster. March 25. Nanson, Carlisle.
Hindmarsh, Robt, Harlow Hill, Northumberland, Innkeeper. May 1. Kiropp, Hexham.
Jarrett, Margaret, Leamington Priors, Warwick, Licensed Victualler. May 4. Overell, Leamington.
Lambert, Elizabeth, Lpool, Gent. April 17. Simpson & North, Lpool.
Lloyd, Elizabeth, Laques, Carmarthen, Spinster. May 1. Burton & Co, Chancery-lane.
Miller, Wm Elven, Lakenheath, Suffolk, Farmer. April 29. Isaacson & Son, Mildenhall.
Rippon, Elizabeth Harris, New Kent-rd, Widow. May 8. Thompson & Groom, Raymond-bldgs, Gray's-inn.
Rothwell, Edwd, Bolton, Lancashire, Gent. April 22. Dodd, Preston.
Rowland, John Hy, Hatton-garden, Esq. April 27. Sharpe & Co, Bedford-row.
Turner, Wm, Wimbledon, Surrey, Lieut Col. May 19. Martin, College-hill.

Bankrupts.

FRIDAY, March 17, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Brindley, John, Birkenhead, School Proprietor. Pet March 14. Wason. Birkenhead, March 29 at 10.
Brindley, Stephen, Blackburn, Lancashire, Reed Maker. Pet March 13. Bolton. Blackburn, March 29 at 11.
Cole, Martin, Barrington, Cambs, Farmer. Pet March 15. Eaden. Cambridge, April 4 at 2.
Cowley, Hy, Oxford, Builder. Pet March 13. Dudley. Oxford, April 4 at 12.

Culshaw, Geo, Southport, Lancashire, Joiner. Pet March 14. Watson. Lpool, March 30 at 2.30.
Garner, Jas, Lpool, Painter. Pet March 14. Watson. Lpool, March 30 at 2.
Gething, Wm Llewellyn, Rhoswell Lodge, Salop, Carrier. Pet March 14. Reid. Wrexham, March 27 at 10.
Holton, John Philip Steeds, Lydney, Gloucester, Coal Merchant. Pet March 15. Roberts. Newport, March 30 at 1.
Jeffery, Jas Redcliffe, Wm Saml Jeffery, Fredk John Jeffery, John Barnard, Wm Hy Watts, & Wm Heard, Lpool, Silk Mercers. Pet March 15. Watson. Lpool, April 13 at 11.
Jefferies, Joseph, Ellesmere, Salop, Grocer. Pet March 11. Reid. Wrexham, March 30 at 12.
Masters, Jas, Martock, Somerset, Mason. Pet March 10. Batten. Yeovil, March 31 at 1.
Naylor, Hy Todd, Lpool, Merchant. Pet March 14. Watson. Lpool, March 20 at 2.
Phillips, David, Newport, Monmouth, Pawnbroker. Pet March 13. Roberts. Newport, March 31 at 1.
Proctor, Wm, Birkley, York, Cabinet Maker. Pet March 14. Marshall. Leeds, March 30 at 11.
Richardson, Lot, jun, Shillington, Bedford, Builder. Adj March 10. Pearce. Bedford, March 29 at 10.30.
Waters, Ann, Dersingham, Norfolk, Victualler. Pet March 15. Partridge. King's Lynn, March 29 at 11.
Whitby, Wm, Pendleton, Lancashire, Wheelwright. Pet March 15. Hul-ton. Salford, March 29 at 11.

TUESDAY, March 21, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Whitlock, Augustus, Lower Marsh, Lambeth, Cheesemonger. Pet March 15. Spring-Rice. April 13 at 11.

To Surrender in the Country.

Black, Robt, Birm, Draper. Pet March 17. Chantier. Birm, April 3 at 1.
Dowsett, Geo, Hastings, Sussex, Bootmaker. Pet March 17. Young Hastings, April 1 at 12.
Duke, Anthony, Houghton-le-Spring, Durham, Grocer. Pet March 17. Greenwell. Durham, April 5 at 3.30.
Hodges, Allen, Birm, Grocer. Pet March 10. Chantier. Birm, April 5 at 1.
Jackson, Chas, Birm, Machinist. Pet March 16. Chantier. Birm, April 3 at 1.
Jones, David, New Radnor, Radnor, Innkeeper. Pet March 16. Robinson. Leominster, April 5 at 11.
Lobb, Wm, Bodmin, Cornwall, Hotel Keeper. Pet March 13. Chilcott. Truro, April 1 at 11.
Miller, Stephen Saml, Margate, Kent, Lodging House Keeper. Pet March 15. Callaway. Canterbury, April 6 at 3.
Richards, Emmanuel, Bristol, Builder. Pet March 16. Harley. Bristol, April 4 at 12.
Sutherland, Robt, & Montgomerie Gladstone, Lpool, Comm Merchants. Pet March 17. Watson. Lpool, April 3 at 2.
Worthington, Thos Hy, Manch, Baker. Pet March 16. Kay. Manch, April 6 at 9.30.

BANKRUPTCIES ANNULLED.

FRIDAY, March 17, 1871.

Maw, Isaac Tetley, Fridaythorpe, York, Farmer. March 10.
Willis, Edwd, Trinity-sq, Brixton, Lieut. March 13.

TUESDAY, March 21, 1871.

Bertrand, John, Saville-row, Manager of the Stafford Club. March 13.
Redfern, Jas, Kingston-upon-Hull, Fish Dealer. March 13.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 17, 1871.

Abrahams, Abraham, Bath, Shoe Manufacturer. March 30 at 11, at office of Wilton, Prince-bldgs, Bath.
Allis, Saml, Market Rasen, Lincoln, Printer. April 4 at 11, at office of Pope & Padley, Market Rasen.
Angus, Geo, Middlesbrough, York, Innkeeper. March 27 at 3, at office of Farrington, Ramsgate, Stockton-on-Tees.
Archard, Eliz, Wells, Somerset, Cabinet Maker. March 29 at 11, at office of Hobbs, Chamberlain-st, Wells.
Barber, Chas, Edwd Barber, & Fredk John Barber, Fenchurch-st, Brokers. April 3 at 12, at 36, Fenchurch-st. Crump Philpot-lane.
Barnett, Hy, Newth College-st, Cambridge-rd, Hammersmith, Author. April 12 at 3, at office of Roberts, Moorgate-st.
Barrett, Robt Geo, Gt Ryburgh, Norfolk, Grocer. March 31 at 12, at office of County Court, Redwell-st, Norwich. Cates, Fakenham.
Bateson, Joseph, Stockport, Chester, Manager. April 3 at 11, at office of Homer & Son, Ridgesfield, Manch. Duckworth, Manch.
Blackhurst, Thos, Birkenhead, Chester, Licensed Victualler. March 21 at 2, at office of Gibson & Bolland, South John-st, Lpool.
Booth, Joseph, Harpurhey, Lancashire, out of business. March 29 at 3, at office of Grundy & Coulson, Booth-st, Manch.
Brooks, Joseph, Fashion-st, Spitalfields, Mag Merchant. April 4 at 3, at office of Poole, Bartholomew-close.
Brunton, Chas, East Dereham, Norfolk, Grocer. March 28 at 11, at office of Miller & Co, Bank-chambers, Norwich.
Burnett, John, Monkwearmouth, Durham, Grocer. March 31 at 12, at office of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.
Carter, Hy, Batley, York, Rag Merchant. March 29 at 3, at the Batley Station Hotel, Batley. Schofield.
Clark, Jas, Newcastle-upon-Tyne, Boot Maker. April 3, at 2, at office of Joel, Market-st, Newcastle-upon-Tyne.
Clarke, Thos, Bakewell, Derby, Draper. March 30 at 9.30, at the Sheffield & Rotherham Bank, Bakewell. Taylor.
Coles, Wm, Upper-st, Islington, Draper. April 4 at 12, at 145, Chesapeake. Davidson & Co, Basinghall-st.
Cowley, Thos, Worcester, Beerhouse Keeper. April 3 at 12, at office Rea, Foregate-st, Worcester.

Cox, Harry, Pangbourne, Berks, Carpenter. April 10 at 12, at offices of Smith, Vachel-rd, Reading.

Cox, Joseph, & John Smart, Dudley, Worcester, Fire Iron Makers. March 29 at 11, at office of Stokes, Priory-st, Dudley.

Crocker, Albert John, Strand, Bookseller. April 4 at 3, at office of Liggett, Lincoln's-inn-fields.

Cross, Josiah Thompson, Newton Abbott, Devon, Tailor. March 30 at 12, at the Commercial Hotel, Queen-st, Newton Abbott, Exeter.

Dawson, Geo Abner, Leyfield Farm, Parlington, York, Farmer. April 4 at 3, at offices of Turner, East Parade, Leeds.

Douglas, John, Cardiff, Glamorgan, Shipbroker. March 28 at 11, at offices of Morgan, High-st, Cardiff.

Durden, Chas, Brixton-pl, Brixton-rd, Cheesemonger. April 3 at 2, at office of Wynaston & Casquet, King's Arms-rd.

Easton, Jas, Ore, nr Hastings, Sussex, Builder. March 31 at 12, at the Provincial Hotel, Havelock-rd, Hastings.

Elliot, Margaret, Bridgend, Glamorgan, Boot Dealer. April 3 at 1, at offices of Barnard & Co, Albion-chambers, Small-st, Bristol.

Stockwood, Jun

Everett, Wm, Selwood, Eynaham, Oxford, Draper. April 6 at 12, at offices of Beasley, Bedford-rd, Daniel, Chancery-lane.

Foley, Thos, Batley Carr, York, Grocer. March 29 at 4, at the Hole-in-the-Wall Inn, Dewsbury.

Frost, Alf Matthew, & Ezekiah Frost, Birm, Watchmakers. March 30 at 2, at offices of Rowlands, Ann-st, Birm.

Glover, Joseph, Kettering, Northampton, Corn Merchant. March 30 at 11, at the Royal Hotel, Kettering. Becke, Northampton.

Gribbin, Hugh, Newcastle-under-Lyne, Stafford, Draper. March 24 at 11, at offices of Cheney, Dewhurst-bldgs, Manchester-rd, Bradford.

Terry & Robinson, Bradford.

Ganton, Edwin, Fortibell-rd, Notting-hill, Cheesemonger. April 3 at 2, at the Inns of Court Hotel, High Holborn. Clarke, St Mary's-sq, Paddington.

Hall, Thos, Warrington, Lancashire, Boot Manufacturer. March 30 at 11, at office of Davies & Co, Commercial-chambers, Horsemarket-st, Warrington.

Harrison, Wm Mabson, Bolton, Lancashire, Draper. March 30 at 3, at office of Dutton, Acresfield, Bolton.

Hartley, Wm Lord, Gildersome, nr Leeds, Grocer. April 5 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.

Hyson, John Edmond, Westbourne-grove, Bayswater, Silk Mercer. March 31 at 11, at office of Allen, Bedford-rd.

Jones, Evan & Thos Jones, Cardigan, Hatters. March 28 at 1, at the Townhall, Carmarthen. Evans, Cardigan.

Joynton, Thos, Kildgrove, Stafford, Grocer. March 29 at 2, at the Roebuck Inn, Kidsgrove. Sherratt, Talk-o'-the-Hill.

Lawford, Thos Bothell, St Mary Axe, out of business. March 31 at 11, at offices of Edwards & Co, King-st, Cheap-side. Morris.

Marden, Jas Broadben, Kingston-upon-Hull, Chemist. March 30 at 12, at the George Hotel, Whitefriargate, Kingston-upon-Hull. Stamp & Co.

Marshall, Thos, Kingston-upon-Hull, Grocer. March 29 at 12, at offices of Stead & Sibree, Bishop-lane, Kingston-upon-Hull.

McCabe, John, Lpool, Cartowner. April 3 at 3, at offices of Duke & Goffey, Commerce-chambers, Lord-st, Lpool.

Neal, Wm Lovell, Northampton, out of business. April 3 at 12, at offices of Jeffery & Son, Newland, Northampton.

Neeling, Geo, Bedford, Suffolk, Dealer. March 30 at 1, at the Crown Inn, Framlingham. Shafro.

Nicholson, Jeremiah, Lpool, Currier. March 30 at 3, at offices of Eddy, Lord-st, Lpool.

Pegg, Arthur, Arnold-rd, Bow, Livery-stable Keeper. March 29 at 12, at office of Wood, Basinghall-st.

Pickering, Robt, Canonbury-rd, Islington, Cab Proprietor. April 4 at 3, at offices of Jenkins & Button, Tavistock-st, Strand.

Porter, John, Paddington-st, St Marylebone, Grocer. April 4 at 12, at offices of Walker, Guildhall-chambers, Basinghall-st.

Rhodes, Wm Chas, Jas Rhodes, & Thos Rhodes, Sheffield, Steel Merchants. March 30 at 12, at the Cutlers-hall, Sheffield. Bramley, Sheffield.

Richards, Geo Wesley, Taunton, Somerset, Innkeeper. April 1 at 12, at offices of Trenchard, Taunton.

Richards, Wm, Dudley, Worcester, Draper. March 30 at 11, at offices of Stokes, Priory-st, Dudley.

Robinson, Joseph Thos, Streatham-pl, Brixton, Bootmaker. March 31 at 12, at offices of Birchall & Rogers, Southampton-bldgs, Chancery-lane. Harrison, Farnival's-inn.

Rosier, Hy, King-st West, Hammer-smith, Draper. March 28 at 12, at 145, Cheapside. Davidson & Co, Basinghall-st.

Salisbury, John, & Wm Wildblood, Stoke-upon-Trent, Earthenware Manufacturers. March 30 at 3, at the Saracen's Head Hotel, Hanley, Tennant, Hanley.

Schofield, John, & Jonathan Pearson, Wyke, York, Stonemasons. March 30 at 2, at offices of Terry & Robinson, Market-st, Bradford.

Seddon, Robt, Seiford, Lancashire, Salesman. March 31 at 1, at office of Thompson, Oxford-chambers, Oxford-st, Manch.

Stembridge, Thos, Sheffield, Oil Merchant. March 30 at 2, at offices of Taylor, Norfolk-row, Sheffield.

Stewart, John, Kerfield-crescent, Camberwell, Auctioneer's Clerk. March 31 at 1, at office of Allen, Brunswick-square.

Stott, Thos, Lower Broughton, nr Manch, Comm Agent. April 3 at 3, at offices of Sampson, St James'-chambers, South King-st, Manch.

Sudlow, Chas, Warrington, Lancashire, Bootmaker. March 27 at 11, at office of Davies & Co, Commercial-chambers, Horsemarket-st, Warrington.

Summerfield, Chas Fredk, Salisbury, Wilts, General Outfitter. March 31 at 12, at offices of Hancock & Co, John-st, Bristol.

Taylor, John, Stafford, Wheelwright. March 30 at 11, at offices of Brough, St Mary's-pl, Stafford.

Taylor, Saml, Ashton-under-Lyne, Lancashire, Draper. March 30 at 3, at the Angel Hotel, Market-st, Manch. Buckley & Son, Ashton-under-Lyne.

Taylor, Thos, Farnworth, Lancashire, File Maker. March 30 at 3, at offices of Eddy, Lord-st, Lpool.

Walsh, Andrew, Preston, Lancashire, Shoe Dealer. March 29 at 2, at office of Cunliffe & Watson, Winkley-st, Preston.

Walton, John Miles, Newcastle-upon-Tyne, Boot Dealer. March 29 at 2, at office of Dickinson, Pilgrim-st, Newcastle-upon-Tyne.

White, Geo, Ash-groves, Mare-st, Hackney, Pianoforte Manufacturer. April 3 at 3, at offices of Roscoe & Co, King-st, Finsbury-sq.

Widdicombe, Wm Hy, Lpool, Watchmaker. March 30 at 3, at offices of Barrell & Redway, Lord-st, Lpool.

Wilcock, Thos, Gateshead, Durham, Clog Manufacturer. March 29 at 2, at offices of Garbutt, Collingwood-st, Newcastle-upon-Tyne.

Williams, Chas, Brunswick-sq, Journalist. April 1 at 1, at offices of Harris, Moorgate-st.

TUESDAY, March 21, 1871.

Anderson, Thos, Tynemouth, Northumberland, Boat Builder. March 31 at 12, at offices of Kidd & Co, Royal-arcade, Newcastle-upon-Tyne.

Arkley, John, South Shields, Durham, Licensed Victualler. April 3 at 12, at offices of Duncun, King-st, South Shields.

Badenoch, Jas, Leeds, Coal Merchant. April 10 at 11, at office of Pullan, Bank-chambers, Park-row, Leeds.

Bailey, Albert, East Harling, Norfolk, Baker. April 1 at 1.15, at offices of Overbury, Upper King-st, Northampton.

Bell, Geo, Neath, Glamorgan, Painter. March 30 at 3, at offices of Middleton, Orchard-st, Neath.

Bandy, Jas, Bedford, Ironmonger. April 5 at 11.30, at office of Carter-Mitchell, Caudwell-st, Bedford.

Barlow, Thos, Macclesfield, Cheshire, Grocer. April 3 at 1, at the Waterloo Hotel, Piccadilly, Manch. Hand, Macclesfield.

Barnish, Edwin Howarth, Wigan, Lancashire, Druggist. April 3 at 2, at offices of Darlington & Son, King-st, Wigan.

Barratt, Thos, Lpool, Ironmonger. April 4 at 12, at offices of Barker, Clayton-sq, Lpool.

Beardsley, Isaac, Ilkeshon, Derby, Grocer. April 4 at 12, at offices of Kesley, Old Market-st, Nottingham.

Bell, Matthew, Lancaster-rd, Westbourne-pk, Mercantile Clerk. April 3 at 3, at offices of Holmes & Holmes, Finsbury-pl South.

Bingham, Geo, Tibshelf, Derby, Builder. April 3 at 3, at office of Goe, High-st, Chesterfield.

Blakey, Jas, Ouseburn, Newcastle-upon-Tyne, Painter. March 30 at 2, at offices of Johnston, Mosley-st, Newcastle-upon-Tyne.

Bradley, Saml, Shepley, nr Huddersfield, York, Butcher. April 5 at 3, at the Ramsden's Arms Inn, Cross Church-st, Huddersfield. Armistage.

Brown, Hy Edwards, Pall-mall East, Solicitor. April 5 at 3, at offices of Lewis & Co, Old Jewry.

Brownson, Richd, Clarence-lane, Rotherfield-st, Islington, Cab Proprietor. April 3 at 3, at offices of Jenkins & Button, Tavistock-st, Strand.

Butcher, John Wm, Leominster, Hereford, Watchmaker. April 1 at 1, at the Hen & Chickens Hotel, Mosley-st, Birm. Andrews, Leominster.

Charley, Richd, Ilfracombe, Devon, out of business. April 5 at 2, at offices of Cochet, Church-st, Kidderminster.

Chick, Wm, Croydon, Surrey, Chemist. April 3 at 3, at offices of Nicholson, Gresham-st. Montagu, Bucklersbury.

Daw, Richd, Taunton, Somerset, Innkeeper. April 3 at 11, at offices of Trenchard & Walsh, Registry-pl, Taunton.

Dawson, Mary Ann, & Hy Dawson, Leeds, Plumbers. April 13 at 3, at offices of Turner, East Parade, Leeds.

Dow, Hy, St College-st, Camden-town, Refreshment Contractor. March 31 at 3, at offices of Brighton, Bishopsgate-st Without.

Dearda, Hy, Aston End, Hereford, Haycarter. March 31 at 11.30, at office of Armstrong, Fore-st, Hereford.

Distin, Hy John, Manor-rd, Walworth, Proprietor of an Hotel in Antwerp. March 27 at 3, at office of Kisch, Wellington-st, Strand.

Dowse, Jas, Cefr, Coedgyrmyr, Vaynor, Brecknock, Brewer. April 3 at 11, at the County Court Office, Merthyr Tydfil. Phillips, Abercree.

Dunn, Nicholas Allison, Birm, Saddlers' Ironmonger. March 31 at 3, at offices of Wright & Marshall, Townhall-chambers, New-st, Birm.

Errington, Wm, Hackney-rd, Shoreditch, Green-grocer. March 30 at 12, at office of Webster, Basinghall-st.

Evans, Richd Fisher, Castlebar-hill, Ealing, Captain in the Militia. April 3 at 12, at offices of Pittman, Guildhall-chambers.

Faithorn, John Nicholson, Church-rd, Battersea, Bricklayer. March 29 at 3, at office of Condy, Napier-st, Batts roes.

Firman, Hy Benj, Walton-on-the-Haze, Essex, Hotelkeeper. March 23 at 2, at the George Hotel, Colchester.

Freeman, Jas, Bradford, York, Lioen Draper. April 5 at 2, at offices of Hutchinson, Piccadilly, Bradford.

Frost, Chas, Bodminster, Bristol, Coach Builder. April 1 at 12, at offices of Clifton, Corn-st, Bristol.

Gibson, John, Wigan, Chemist. April 14 at 3, at office of Hammet, King-st, Wigan.

Hillard, Solomon & Jas Elihu Burritt Hilliard, Street, Somerset, Drapers. April 3 at 12, at offices of Bulleid, Glastonbury.

Hopkins, John, Yardley, Worcester, Farmer. March 31 at 3, at offices of Parry, Bennett's-hill, Birm.

Jacobson, Fredk Jones, Torquay, Devon, Grocer. April 3 at 1, at the Queen-st, Exeter. Toy, Exeter.

Jedry, John, Upper Grange-rd, Bermondsey, Dairyman. April 3 at 3, at the Claremont Arms, Upper Grange-rd.

Jones, Mary Rathbone, Carnarvon, Draper. March 31 at 12, at the Lpool Arms Hotel, Brook-st, Chester. Williams, Forthyrwr.

King, David, & Franklin Sydney King, Mitre-st, Aldgate, Builders. April 3 at 12, at the City Terminus Hotel, Cannon-st. Ellis & Crossfield, Mark-lane.

King, Lucy Constance, Bickenhill, nr Birm. March 31 at 4, at offices of Fawcett, Cherry-st, Birm.

Lancaster, Stephen, Wandoe, Monmouth, Custom-house Officer. April 3 at 3, at office of Gibbs, Commerce-st, Newport.

Lea, Hy, Strand, Publisher. March 29 at 11, at offices of Warrant, Newgate-st.

Lewis, Geo, Everton, nr Lpool, Licensed Victualler. April 3 at 3, at offices of Forrest, Fenwick-chambers, Fenwick-st, Lpool.

Lockwood, Alf, Bedford-hill-ter, Balham, Builder. April 3 at 2, at the Guildhall Tavern, Gresham-st. Chorley, Moorgate-st.

Mason, Joseph, Barnsey, Corset Manufacturer. April 4 at 12, at the King's Head Hotel, Barnsey. Frude.

McCullagh, Saml, Ashton-under-Lyne, Lancashire, Machinist. April 6 at 11, at office of Brooks & Co, Stamford-st, Ashton-under-Lyne.

Miller, Hy, Bolton, Lancashire, Ironmonger. April 3 at 11, at the Clarence Hotel, Spring-gardens, Manch. Richardson & Dowling, Bolton.

Mitchell, John, Newcastle-upon-Tyne, Grocer. March 30 at 11, at offices of Story, Cross-house, Westgate-st, Newcastle-upon-Tyne.
 Morris, Fanny Harriet, Upper Holloway, Proprietor of a Ladies' College. March 29 at 12, at offices of Beesley, Bedford-row. Daniel, Chancery-lane.
 Murray, Frank, Lpool, Draper. April 3 at 12, at office of Richardson & Co, Cook-st, Lpool.
 Overden, Geo, Lincoln's-inn-fields, Surveyor. April 5 at 2. Darville, Lime-st-chambers, Lime-st.
 Pape, Robt, Beverley, York, Builder. April 3 at 11, at offices of Shepherd & Co, Beverley. Roberts & Leak, Kingston-upon-Hull.
 Pinder, Thos, Broomhill, Sheffield, Builder. April 4 at 12, at Tattershall, Queen-st, Sheffield.
 Radmall, Thos Geo, Wine Merchant. March 30 at 4, at 17 Gt Western-ter, Westbourne-pk. Pain.
 Roe, Walter Garrett, Colchester, Essex, Farmer. March 28 at 4, at the Waggon & Horses-inn, Colchester. Jones, Colchester.
 Sanders, Chas, Birm, Grocer. April 5 at 11, at office of Free, Temple-row, Birm.
 Segers, Mary Ann, Little Cornard, Suffolk, Brickmaker. March 29 at 2, at the Four Swans Hotel, Sudbury.
 Shuttleworth, Wm, Birm, Grocer. April 1 at 12, at office of Joynt, Moor-st, Birm.
 Soper, Hy Ebenezer, Gibson-sq, Islington, Warehouseman. April 6 at 3, at the Guildhall Coffee-house, Gresham-st. Snell.
 Springall, Fredk Wm, Norwich, Grocer. March 31 at 11, at office of Tillet & Co, St Andrew's-st, Norwich.
 Stanciliffe, Arthur, Kirkheator, Huddersfield, York, Comm Agent. April 10 at 11, at offices of Barker & Sons, Rameden Estate-bldgs, Huddersfield.
 Summerhays, Wm Murly, Shanklin, Isle of Wight, Licensed Victualler. April 4 at 12, at office of Eagleton & Mason, Newgate-st.
 Temperley, Geo, Newcastle-upon-Tyne, Draper. April 4 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.
 Thomas, Geo, Colchester, Essex. March 31 at 4, at the George Hotel, Colchester. Jones, Colchester.
 Tilston, Wm, Lpool, Cheese Factor. April 4 at 12, at the Clarendon Rooms, South John-st, Lpool. Priest, Lpool.
 Trass, Wm, Lpool, Umbrella Manufacturer. April 3 at 3, at offices of Ponton, Vernon-chambers, Vernon-st, Lpool.
 Troen, Wm, East Hiley, Berks, Race-horse Trainer. April 3, at 1, at the White Hart-inn, Newbury. Cave, Newbury.
 Ullathorne, Granville Sharp, Graton-st, Bond-st, & Albert Douglas Moll, Rutland-ter, Hammer-smith, Club Proprietors. April 3 at 12, at the Guildhall Coffee-house. Miller & Miller.
 Vickers, Thos, Huddersfield, York, Grocer. April 5 at 3, at offices of Addleshaw, King-st, Manch.
 Wakeham, John Wm, East Stonehouse, Devon, Tobacconist. April 6 at 11, at offices of Curtis, St George's-hall, Stonehouse.
 Walker, Joseph, Salford, Grocer. April 5 at 3, at offices of Sampson, St James's-chambers, South King-st, Manch.
 Watson, David Sontar, Hastings, Sussex, Brewer. March 31 at 2.30, at the Provincial Hotel, Havock-crd, Hastings. Philbrick.
 Wells, Moses, Spoonhamland, Berks, Cook Hawker. April 3 at 11, at the White Hart-inn, Market-pl, Newbury. Cave, Newbury.
 White, Richd Martin, & Clara Arnold Sewell, Whitechapel-rd, Stay Makers. March 30 at 3, at the Guildhall Tavern, Gresham-st. Lumley & Lumley, Old Jewry-chambers.
 Wilcox, Hy Zacariah, Amersham-vale, New Cross, Builder. April 5 at 12, at 84, London-st, Greenwich. Smith, Church-st, Clement's-lane.

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